

United States
Circuit Court of Appeals
For the Ninth Circuit.

UNITED STATES OF AMERICA,

Appellant,

vs.

WILLIAM L. SASSAMAN, Claimant of the Gasoline Launch "CALYPSO," Her Boats, Tackle, Apparel, Furniture and Cargo,

Appellee.

Apostles.

Upon Appeal from the United States District Court for
the Northern District of California,
First Division.

Filed

FEB 5 - 1915

F. D. Monckton,
Clerk.

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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in italic; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in italic the two words between which the omission seems to occur. Title heads inserted by the Clerk are enclosed within brackets.]

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*In the District Court, First Division, United States,
Northern District of California.*

No. 15,522.

THE UNITED STATES

vs.

Gasoline Launch "CALYPSO," etc.

Praeipice for Record on Appeal.

The Clerk of said Court will make a Transcript of Record in above-entitled case, on appeal, including the following papers:

Stipulation and Order Concerning Original Exhibits;

Amended Answer of Wm. L. Sassaman and Wm. H. Singleton;

Answer of Los Angeles Creamery Company and Petition in Intervention;

Order Modifying Order as to Custody of Launch, etc.;

Temporary Restraining Order;

Order Allowing withdrawal of Exhibits;

Notice of Appeal;

Assignment of Errors;

Final Decree of Forfeiture;

Report and Findings of Fact of U. S. Commissioner;

Answer of Wm. L. Sassaman and Wm. H. Singleton;

Claim of Wm. L. Sassaman and Wm. H. Singleton;

Claim of Los Angeles Creamery Co.;

Opinion and Order to enter Decree condemning the interest of Pettinger only, and such interest to be sold free of encumbrance or lien;

Libel of Information;

Deposition of Witnesses, R. M. Smith, Wm. L. Sassaman and Geo. E. Platt;

Exceptions and Amendments to Exceptions to Commissioner's Report;

Claimant's Exhibit "A";

Claimant's Exhibit "B"; Libelant's Exhibits 2, 4, 5 and 6. [1*]

Deposition of Witnesses A. J. Stoecklin, Morris Pettinger, Louise E. Grimaud, Geo. E. Platt, and William L. Sassaman;

Depositions of Harry B. Blee et al., taken before U. S. Comr. Krull.

This 9th day of December, 1914.

JNO. W. PRESTON,

U. S. Attorney.

[Endorsed]. Filed Dec. 9, 1914. W. B. Maling, Clerk. By T. L. Baldwin, Deputy Clerk. [2]

In the District Court of the United States, in and for the Northern District of California, First Division.

IN ADMIRALTY.

THE UNITED STATES OF AMERICA

vs.

The Gasoline Launch "CALYPSO," Her Boats, Tackle, Apparel, Furniture, and Cargo.

*Page-number appearing at foot of page of original certified Record.

Libel of Information.

To the Honorable Judges of the District Court of the United States, in and for the Northern District of California:

The Libel of Information of John W. Preston, Attorney of the United States for the Northern District of California, who prosecutes on behalf of the United States, and being present in court in his proper person, in the name and behalf of the said United States, against the gasoline launch "Calypso," her boats, tackle, apparel, furniture and cargo, and against all persons intervening therein, in a cause of forfeiture, alleges and informs as follows:

I.

That the said vessel known as the gasoline launch "Calypso," her boats, tackle, apparel, furniture and cargo, being the property of some person or persons to the said attorney of the United States unknown, was seized by certain officers of Immigration of the United States in the harbor of Monterey in the State and Northern District of California, and within the admiralty and maritime jurisdiction of the United States, and of this Honorable Court, where she is now in the custody of the said United States Immigration officers at Monterey, in the County of Monterey, State and District aforesaid, as forfeited to the United States, for the following, among other causes: [3]

II.

That on the 16th day of January, 1914, the said gasoline launch "Calypso" arrived in the United

States at the port of Monterey, in the State and Northern District of California, from a foreign port or place, to wit, from Ensenada, in the Republic of Mexico, or from some other foreign port or place to the said attorney of the United States unknown.

That at the time and place at which said gasoline launch arrived in the United States as aforesaid, one Morris Pettinger was in and on board of said vessel and was acting as the master thereof.

III.

That at the time and place at which said vessel arrived in the United States as aforesaid, as the said Morris Pettinger, master as aforesaid, then and there well knew, there were in and on board of said vessel certain Chinese passengers, to wit, eighteen Chinese passengers.

IV.

That said Morris Pettinger, so being such master of said vessel as aforesaid, did knowingly and wilfully fail, neglect and refuse to deliver a manifest, or any manifest of the cargo of said vessel, pursuant to law, and did knowingly and wilfully fail, neglect and refuse to make a report, or any report, of the entry of said vessel pursuant to law.

V.

That the said Morris Pettinger, so being such master of said vessel as aforesaid, did knowingly and wilfully fail, neglect and refuse at any time or at all, to deliver and report, or deliver or report to the Immigration Inspector, Wm. H. Chadney, in charge of the district in which such vessel had arrived, before landing or [4] permitting to land, any Chinese

passengers from said vessel, a separate list, or any list, of all or of any Chinese passengers taken on board the said vessel at any foreign port or place, and a list of all or any such passengers on board the vessel at the time of her arrival in the United States as aforesaid, or either or any of such lists, in violation of the provisions of section 8 of the Act of Congress of May 6th, 1882, as amended by the Act of Congress of July 5th, 1884.

VI.

That the said Morris Pettinger, so being such master of said vessel as aforesaid, on said 16th day of January, 1814, did knowingly and unlawfully allow eighteen certain Chinese passengers, the names of which are to the said attorney of the United States unknown, to land in the United States from said vessel, in violation of law, and before the Chinese Inspector in charge of the district in which said vessel had arrived, or his deputy, or any other proper officer of the United States, had proceeded to examine such passengers or any of them, touching their right to be allowed to land in the United States in violation of the provisions of section 9 of the Act of Congress of May 6th, 1882, as amended by the Act of Congress of July 5th, 1884.

VII.

That the said Morris Pettinger, so being such master of said vessel as aforesaid, did unlawfully, wilfully and knowingly aid and abet the landing in the United States from said vessel, of eighteen certain Chinese passengers, the names of whom are to the said attorney of the United States unknown, who

were not legally entitled to enter the United States because they had not proved their right to enter the said United States to the satisfaction of any proper officer of immigration of the said United States [5] and had not been admitted to the United States by any officer of immigration of the United States pursuant to the laws of the United States, in violation of the provisions of section 11 of the Act of Congress of May 6th, 1882, as amended by the Act of Congress of July 5th, 1884.

And the said attorney of the United States saith that all and singular the premises are true and within the admiralty and maritime jurisdiction of the United States and of this Honorable Court, and that by reason thereof, and by force of the statutes of the United States in such cases made and provided, the aforementioned and described ship or vessel, her boats, tackle, apparel, furniture and cargo became and are forfeited to the use of said United States of America.

WHEREFORE, the said attorney of the United States for the Northern District of California prays that the usual process and monition of this Honorable Court issue in this behalf, and that all persons interested in the aforementioned ship or vessel may be cited in general and special to answer the premises, and all due proceedings being had, that the said ship or vessel, her boats, tackle, apparel, furniture and cargo may, for the causes aforesaid, and others appearing, be condemned to the use of the United States of America according to the form of the statutes of the said United States of America in such

cases made and provided.

Dated January 20th, 1914.

JOHN W. PRESTON,

Attorney for the United States for the Northern
District of California.

WALTER E. HETTMAN,

Assistant U. S. Attorney.

[Endorsed]: Filed Jan. 20, 1914. W. B. Maling,
Clerk. By C. W. Calbreath, Deputy Clerk. [6]

*In the District Court of the United States, in and for
the Northern District of California, First Di-
vision.*

IN ADMIRALTY.

THE UNITED STATES OF AMERICA,

vs.

THE GASOLINE LAUNCH "CALYPSO," her
Boats, Tackle, Apparel, Furniture, and Cargo.

**Claim of William L. Sassaman and William H.
Singleton.**

And now, Wililam L. Sassaman and William H. Singleton, respectively owner of and holder of maritime liens on the gasoline launch "Calypso," her boats, tackle, apparel, furniture, and cargo, intervening for their own interests in the said vessel, the "Calypso," her boats, tackle, apparel, furniture, and cargo, appear before this Honorable Court, and make claim to the said vessel, her boats, tackle, apparel, furniture, and cargo, as the same are attached by the Marshal under process of this Court, at the instance of the United States of America, and

the said William L. Sassaman and William H. Singleton aver that they were entitled to the possession of the said vessel at the time of the attachment thereof, and that they are respectively the true and *bona fide* owner of the said vessel and the holder of a materialman's lien in the sum of thirty-four hundred dollars for advances, supplies and repairs, and that no other person is the owner thereof. Wherefore they pray to defendant accordingly.

WILLIAM L. SASSAMAN,
WILLIAM H. SINGLETON. [7]

State of California,
County of Los Angeles,—ss.

William L. Sassaman and William H. Singleton, being first duly sworn, each for himself, deposes and says: that he subscribed the foregoing claim and that the facts and matters set forth therein are true of his own knowledge.

WILLIAM L. SASSAMAN,
WILLIAM H. SINGLETON.

Subscribed and sworn to before me this 9th day of February, 1914.

[Seal] EDWARD W. TUTTLE,
Notary Public in and for the County of Los Angeles,
State of California.

[Endorsed]: Filed Feb. 10, 1914. W. B. Maling,
Clerk. By C. W. Calbreath, Deputy Clerk. [8]

*In the District Court of the United States in and for
the Northern District of California, First Di-
vision.*

IN ADMIRALTY.

THE UNITED STATES OF AMERICA,

vs.

THE GASOLINE LAUNCH "CALYPSO," her
Boats, Tackle, Apparel, Furniture, and Cargo.

**Answer of William L. Sassaman and William H.
Singleton.**

The answer of William L. Sassaman of the City of
Los Angeles, California, and William H. Singleton
of El Casco, Riverside County, California claimants,
to the libel of the United States of America against
the gasoline launch 'Calypso,' her boats, tackle,
apparel, furniture, and cargo, in an alleged cause of
forfeiture against said ship, admits, alleges and de-
nies as follows:

I.

They admit the averments of paragraph one of the
libel.

II.

That as to the matters alleged in paragraph two
of the libel claimants are informed and believe that
the launch "Calypso" has never at any time been
outside of the United States or in foreign waters or
in the port of Ensenada or any other Mexican port,
and upon such information and belief they allege
such to be the facts and deny that the said Gasoline
Launch "Calypso" at any time arrived or came into

the United States, either at the port of Monterey or at any other port from the port of Ensenada in the Republic of Mexico, or from any other foreign port or place.

Claimants further deny that Morris Pettenger is now or ever was at any time the master of the said vessel or authorized or employed by claimants, or either of them, or by anyone else to act as master of said vessel; but on the contrary, claimants allege that claimant William L. Sassaman was at all times mentioned in the libel the master of the said vessel and entitled to command and navigate her. [9]

III.

Claimants are informed and believe and upon such information and belief allege that never at any time, either in the port of Monterey or elsewhere, did the said vessel have on board eighteen or any Chinese passengers; and upon the same grounds allege that at no time in said harbor of Monterey did said vessel have on board any Chinese or other passengers or any cargo, and that at no time or place did said vessel have or take on board any Chinese persons or passengers or allow any or any such passengers or persons to land in the United States; and upon the same information and belief claimants deny that said Morris Pettenger or the master of said vessel knew that any Chinese passengers were on or were taken on board said "Calypso" and deny that said Morris Pettenger or the master of said vessel permitted or allowed any Chinese passengers or persons to land in the United States, and deny that said Morris Pettenger or the master of said vessel aided and

abetted or aided or abetted the landing in the United States from said vessel any Chinese passengers or persons, or any Chinese passengers or persons, who had not proved their right to be and land in the United States or who were not at the time of the alleged landing entitled to be and land in the United States.

WHEREFORE, these claimants pray this Honorable Court will pronounce against said libel and dismiss the same with costs.

WILLIAM L. SASSAMAN,
WILLIAM H. SINGLETON.

EDWARD W. TUTTLE,
E. C. ROBINSON,

Proctors for Claimants. [10]

State of California,
County of Los Angeles,—ss.

On this 10th day of February, 1914, before me, personally appeared William L. Sassaman, who, being by me first duly sworn, deposes and says: that he is one of the claimants in the above-entitled cause; that he has read the foregoing answer and knows the contents thereof, and that the same is true of his own knowledge except as to the matters and things stated to be on his information and belief, and as to those matters and things, he believes them to be true.

WILLIAM L. SASSAMAN.

Subscribed and sworn to before me this 10th day of February, 1914.

[Seal]

EDWARD W. TUTTLE,
Notary Public in and for the County of Los Angeles,
State of California.

Received copy of within answer this 13th day of Feb. 1914.

JOHN W. PRESTON,
U. S. Atty.

[Endorsed]: Filed Feb. 10, 1914. W. B. Maling,
Clerk. By C. W. Calbreath, Deputy Clerk. [11]

*In the District Court of the United States, in and
for the Northern District of California, First
Division.*

IN ADMIRALTY.

THE UNITED STATES OF AMERICA,

vs.

THE GASOLINE LAUNCH "CALYPSO," Her
Boats, Tackle, Apparel, Furniture and Cargo.

Claim of Los Angeles Creamery Company.

To the Honorable Judges of the District Court of the
United States, in and for the Northern District
of California:

Los Angeles Creamery Company, mortgagee of the
gasoline launch "Calypso," her boats, tackle, apparel,
furniture, machinery and appurtenances, interven-
ing for its own interest in said launch, her boats,
tackle, apparel, furniture, machinery, and appurte-
nances, appears before this Honorable Court and
claims an interest in said launch, her boats, tackle,

apparel, furniture, machinery and appurtenances, and states that it is the true and *bona fide* mortgagee thereof under two certain chattel mortgages, entitling it to the possession of said launch, her boats, tackle, apparel, furniture, machinery and appurtenances, and entitling it to sell, at private sale, or to have sold, under a decree of foreclosure, the said launch, her boats, tackle, apparel, furniture, machinery and appurtenances.

That said mortgages were executed to claimant by William L. Sassaman and Morris Pettinger, owners of the said launch, the first mortgage being dated April 30, 1913, and made to secure the promissory note of the said owners to the mortgagee in the principal sum of Five Hundred Dollars, and the second mortgage being dated September 16th, 1913, and being between the same parties and made [12] to secure the payment of a promissory note of the said owners to the mortgagee in the principal sum of Three Hundred (\$300.00) Dollars, the whole amount unpaid on said promissory notes being Seven Hundred and Sixty (\$760.00) Dollars. The whole sum of principal and interest of said second note is due and unpaid; and sundry installments of principal and interest of said first note are due and unpaid; that said first promissory note by its terms provides that should default be made in the payment of any installment of interest when due or in any installment of principal when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of said note; that claimant has declared and hereby declares the whole

sum of principal and interest of said first promissory note to be now due and payable, and says that there is now due, owing and unpaid from said mortgagors to claimant upon said promissory notes, the sum of Seven Hundred Sixty (\$760.00) Dollars, with interest thereon from and after the first day of February, 1914, at the rate of eight per cent per annum, payable monthly and compounded monthly if not so paid; that in and by said mortgages and each of them, the mortgagors agree to pay the mortgage upon foreclosure sale of said mortgaged vessel, a reasonable attorney's fee in the premises, which attorney's fees are secured by said mortgages; that said mortgages are so conditioned and provide that upon the falling due of any moneys agreed to be paid in said notes, the mortgagee is authorized to take possession of the property mortgaged and sell the same as in case of pledge or proceed with the foreclosure of said mortgages.

That, of the sums secured by said mortgages, Three Hundred (\$300.00) Dollars of the principal thereof is money supplied said owners to procure and pay marine insurance upon said vessel, her boats, tackle, apparel, furniture, machinery and appurtenances, and [13] the balance thereof is for money furnished to complete and equip said vessel for use and voyages upon the high seas.

Accordingly, claimant prays that said launch, her boats, tackle, apparel, furniture, machinery and appurtenances shall be delivered to and restored to this claimant, and that if a delivery to claimant cannot be had that the amounts due claimant from and upon

said mortgages be ordered paid to claimant out of any proceeds or remnants from any sale ordered herein of said vessel, her boats, tackle, apparel, furniture, machinery and appurtenances;

That in case of sale ordered herein that claimant be permitted to file its claim herein against any moneys paid into the registry of the Court herein, and for such other relief as may be meet in the premises.

LOS ANGELES CREAMERY COMPANY.

By GEO. E. PLATT,

Its President.

BLACK & CLARK,

LLOYD, CHENEY & GEIBEL,

Proctors for Claimant.

State of California,

County of Los Angeles,—ss.

GEORGE E. PLATT, being first duly sworn, deposes and says that he is the President of the Los Angeles Creamery Company, the foregoing mentioned claimant; that he is authorized to make, and does make, this affidavit in behalf of said claimant; that he has read the said claim and the facts therein stated are true.

GEO. E. PLATT.

Subscribed and sworn to before me this 19th day of February, 1914.

[Seal]

MARTIN E. GEIBEL,

Notary Public in and for the County of Los Angeles,
State of California.

[Endorsed]: Filed Feb. 21, 1914. W. B. Maling,
Clerk. By C. W. Calbreath, Deputy Clerk. [14]

*In the District Court of the United States, in and for
the Northern District of California, First Di-
vision.*

IN ADMIRALTY.

UNITED STATES OF AMERICA

VS.

THE GASOLINE LAUNCH "CALYPSO," Her
Boats, Tackle, Apparel, Furniture and Cargo.

**Answer of Los Angeles Creamery Company and
Petition in Intervention.**

To the District Court of the United States, for the
Northern District of California:

The answer of Los Angeles Creamery Company,
a corporation intervening to the Libel against the
gasoline launch "Calypso" in the above-entitled
cause, alleges as follows:

I.

That intervenor is a corporation duly organized
and existing under and by virtue of the laws of the
State of California, and was such at all the times
herein mentioned.

II.

That intervenor has no knowledge, information or
belief sufficient to enable it to either admit or deny
paragraphs II, III, IV, V, VI and VII of the
LIBEL OF INFORMATION herein, therefore
upon such grounds and for such reasons, intervenor
neither admits nor denies said allegations in said
LIBEL OF INFORMATION.

III.

Intervenor alleges that it is a true and *bona fide* mortgagee of said gasoline launch "Calypso" by virtue of two certain chattel mortgages owned by intervenor, entitling it to possession of said launch, her boats, tackle, apparel, furniture, machinery and appurtenances, and entitling it to sell at private sale or to have sold under a decree of foreclosure, the said launch, her boats, tackle, apparel, furniture, machinery and appurtenances. That said [15] mortgages were executed to Los Angeles Creamery Company, intervenor by William L. Sassaman and Morris Pettenger, owners of said launch; the first mortgage being dated April 30th, 1913, and made to secure the promissory note of said owners to the mortgagee in the principal sum of \$500.00, and the second mortgage being dated September 16th, 1913, and being between the same parties and made to secure the payment of a promissory note of the said owners to the mortgagee in the principal sum of \$300.00, the whole amount unpaid on said promissory notes being \$760.00. The whole sum of principal and interest of said second note is due and unpaid. That there remains due on said promissory notes the sum of \$760.00, which said sum is now due and unpaid; and sundry installments of principal and interest of said first note are due and unpaid; that said first promissory note, by its terms provides that should default be made in the payment of any installment of interest when due, or in any installment of principal when due, then the whole sum of principal and interest shall become immediately due and payable at the

option of the holder of said note. That intervenor has declared, and hereby declares the whole sum of principal and interest of said first promissory note to be now due and payable, and alleges that there is now due, owing and unpaid from said mortgagors to intervenor upon said promissory notes, the sum of \$760.00, with interest thereon from and after the first day of February, 1914, at the rate of 8% per annum, payable monthly and compounded monthly if not so paid. That in and by said mortgages and each of them, mortgagors agree to pay the mortgagee, upon foreclosure sale of said mortgaged vessel, a reasonable attorney's fee in the premises, which attorney's fees are secured by said mortgages; that said mortgages are so conditioned [16] and provide that upon the falling due of any moneys agreed to be paid in said notes, the mortgagee is authorized to take possession of the property mortgaged and sell the same as in case of pledge or proceed with the foreclosure of said mortgages. Intervenor alleges that of the sums secured by said mortgages, \$300.00 of the principal thereof is for money supplied said owners to procure and pay marine insurance upon said vessel, her boats, tackle, apparel, furniture, machinery and appurtenances, and the balance thereof is for money furnished to complete and equip said vessel for use and voyages upon the high seas.

IV.

That each of said mortgages was recorded in the office of the United States Collector of Customs, at Los Angeles, California. The aforesaid mortgage for \$300.00 being recorded October 29th, 1913, at ten

o'clock A. M. in Book 1351-3, page 4; and the afore-said mortgage for \$500.00 being recorded October 29th, 1913, at ten o'clock A. M. in Book 1351-3, page 3, in the office of the United States Collector of Customs, at Los Angeles, California.

V.

Intervenor alleges that on the 21st day of February, 1914, it filed its duly verified claim herein in this honorable Court against said gasoline launch "Calypso," her boats, tackle, apparel, furniture, machinery and appurtenances, which said claim is hereby referred to and made a part hereof.

VI.

That intervenor accepted said notes and mortgages and loaned the money thereon, as hereinbefore alleged, in good faith, fully believing that said launch "Calypso" would be used for no other than lawful and proper purposes. That intervenor had no knowledge of any of the matters alleged in paragraph II, III, IV, V, VI and [17] VII of the LIBEL OF INFORMATION at any time prior to the filing of said LIBEL OF INFORMATION, or of any unlawful use of said "Calypso" or intention to unlawfully use same at any of said times.

WHEREFORE, intervenor prays that its said claim be allowed, and that said launch "Calypso," her boats, tackle, apparel, machinery and appurtenances be delivered to and restored to this intervenor, and that if a delivery to this intervenor cannot be had, intervenor prays that the amounts due upon said mortgages be ordered paid to intervenor out of any proceeds or remnants from any sale of said launch,

her boats, tackle, apparel, furniture, machinery and appurtenances ordered herein; that in case of sale ordered herein that intervenor be permitted to set forth by petition or otherwise its claim herein against any moneys paid into the registry of this court as proceeds of said sale; and for such other and further relief as may be meet in the premises.

LOS ANGELES CREAMERY COMPANY.

By GEO. E. PLATT,

Its President, Intervenor.

LLOYD, CHENEY & GEIBEL,

BLACK & CLARK,

Proctors for Intervenor.

State of California,

County of Los Angeles,—ss.

GEO. E. PLATT, being first duly sworn, deposes and says:

That he is the President of the Los Angeles Creamery Company, the foregoing mentioned claimant and intervenor; that he is authorized to make and does make this affidavit in behalf of said claimant and intervenor. That he has read the foregoing answer and the facts therein stated are true.

GEO. E. PLATT.

Subscribed and sworn to before me this 27th day of February, 1914.

[Seal]

MARTIN E. GEIBEL,

Notary Public in and for the County of Los Angeles,

State of California. [18]

Receipt of a copy of the within Answer is hereby admitted this 2d day of March, A. D. 1914.

JOHN W. PRESTON,
WALTER E. HETTMAN,
U. S. Attorneys for Libellant.

[Endorsed]: Filed Mar. 2, 1914. W. B. Maling,
Clerk. By Francis Krull, Deputy Clerk. [19]

*In the District Court of the United States in and for
the Northern District of California, First Di-
vision.*

IN ADMIRALTY.

THE UNITED STATES OF AMERICA,

vs.

THE GASOLINE LAUNCH "CALYPSO," Her
Boats, Tackle, Apparel, Furniture and Cargo.

**Amended Answer of William L. Sassaman and
William H. Singleton.**

Come now claimants and intervenors, William L. Sassaman, of Los Angeles, California, and William H. Singleton, of El Casco, Riverside County, California, and by leave of Court first obtained, file herein their amended answer to the libel of the United States, and say:

I.

That on the 16th day of January, 1914, long prior thereto and at all times herein mentioned, said William L. Sassaman was and now is the owner of a five-sixth interest in said gasoline launch "Calypso," her boats, tackle, apparel and furniture.

II.

Claimants and intervenors admit that said vessel, her boats, tackle, apparel and furniture have been seized by certain officers of the United States claiming a forfeiture thereof, but allege that said seizure and claim are without right as against these claimants and intervenors.

III.

That as to the matters alleged in paragraph two of the libel, claimants and intervenors are informed and believe that the launch "Calypso" has never at any time been outside the United States or in foreign waters or in the port of Ensenada or any other Mexican port, and upon such information and belief they allege such to be [20] the facts and deny that the said gasoline launch "Calypso" at any time arrived or came into the United States, either at the port of Monterey or at any other port from the port of Ensenada in the Republic of Mexico, or from any other foreign port or place.

Claimants and intervenors further deny that Morris Pettinger is now or ever was at any time the master of the said vessel or authorized or employed by claimants and intervenors, or either of them, or by anyone else to act as master of said vessel; but, on the contrary, claimants and intervenors allege that claimant, William L. Sassaman, was at all times mentioned in the libel the master of the said vessel and entitled to command and navigate her.

IV.

Claimants and intervenors have no knowledge, information or belief sufficient to enable them to either

admit or deny the averments of paragraphs III, IV, V, VI and VII of the libel herein except as herein stated; therefore, upon such grounds and for such reasons, they neither admit nor deny said averments; except that they deny that said Morris Pettinger was master of said vessel as alleged in said libel, or at all, and further they allege that, if said Morris Pettinger was acting as master of said vessel or did the acts alleged in the libel, or did either or any of them, at the time of so doing said Pettinger was not in fact master of said vessel, but was in possession of said vessel without right and was acting without the consent, or knowledge of claimants and intervenors; and that, at the time of the voyage alleged in the libel, said vessel was stolen from the owner and wholly out of his control.

V.

Claimants and intervenors allege that at all times in the libel mentioned William H. Singleton was and now is the *bona fide* [21] holder and owner of materialmen's liens in the sum of \$3400.00 for advances, supplies and repairs furnished for and used in and for said vessel, and that, on and ever since December 23, 1913, said William H. Singleton became the owner of and has a maritime claim against said vessel, to wit, the right to demand, acquire of and receive from William L. Sassaman and Morris Pettinger a mortgage upon said vessel for said advances, supplies and repairs for the amount of \$3400.00 with interest at 8% with the delivery of an insurance policy of \$5000.00 upon said vessel.

VI.

Claimants and intervenors allege that on the 23d day of December, 1913, said "Calypso" was heavily in debt and tied up in the inner harbor of Long Beach, and it was expressly agreed by and between these claimants and intervenors, and said Morris Pettenger, who then owned a one-sixth interest in said vessel, subject to the rights of William H. Singleton herein alleged, that said Pettenger had no authority to and would make no contracts concerning said "Calypso" or take said vessel out on any trip without a permit from William L. Sassaman; and would borrow no money nor give any personal note on the "Calypso" at any time; and would not employ a crew without a permit from said Sassaman; and that under no circumstances should the ship's papers be transferred to anyone except by William L. Sassaman and that William L. Sassaman was managing owner.

That thereafter in violation of said agreements and without the knowledge, consent, acquiescence or connivance of these claimants and intervenors, or either of them, and against their wishes and desire, said Pettenger took said vessel to sea and made the trip or voyage therewith unknown to claimants and intervenors which resulted in said seizure of said vessel. [22]

VII.

That on or about November 24, 1913, said Morris Pettenger did falsely represent to the U. S. Collector of Customs at San Pedro, California, that he was managing owner of said "Calypso" and did without

right secure a transfer of the ship's papers to himself and did cause himself to be named as master of said vessel in said ship's papers. That said acts were done without the knowledge or consent of these claimants and intervenors, or either of them, and said transfer of said ship's papers and the naming of Morris Pettenger as master thereof were fraudulent and as against these claimants and intervenors wholly void and of no effect.

That at the time of making the agreement mentioned in the last paragraph, these claimants and intervenors did not know of said purported transfer of said ship's papers or of the naming of Morris Pettenger as master of said vessel therein nor did they learn or know of said matters until on or about March 7th, 1914, and neither of them has consented to or acquiesced therein, but forthwith upon discovery have disapproved, repudiated and denounced said acts.

VIII.

Claimants and intervenors deny that the ship or vessel described in the libel, her boats, tackle, apparel and furniture, or any of them, became or are forfeited to the use of the United States, affecting the interest of these claimants and intervenors.

WHEREFORE, thse claimants and intervenors pray this Honorable Court will pronounce against

said libel and dismiss the same with costs.

WM. L. SASSAMAN.

W. H. SINGLETON.

S.

LLOYD, CHENEY & GEIBEL,

Attorneys and Proctors for William L. Sassaman
and William H. Singleton said Claimants and
Intervenors. [23]

State of California,

City and County of San Francisco,—ss.

On this 2d day of April, 1914, before me, personally appeared William L. Sassaman, who, being by me first duly sworn, deposes and says: That he is one of the claimants in the above-entitled cause; that he has read the foregoing amended answer and knows the contents thereof, and that the same is true of his own knowledge, except as to the matters and things stated to be on his information and belief, and as to those matters and things, he believes them to be true.

WM. L. SASSAMAN.

Subscribed and sworn to before me this 2d day of April, 1914.

[Seal]

C. W. CALBREATH,

Deputy Clerk U. S. District Court, Northern District
of California.

Due service and receipt of a copy of the within Amended Answer is hereby admitted this 2d day of April, A. D. 1914.

JOHN W. PRESTON,

Attorney for U. S.

[Endorsed]: Filed Apr. 2, 1914. W. B. Maling,
Clerk. By C. W. Calbreath, Deputy Clerk. [24]

*In the District Court of the United States, in and
for the Northern District of California, First
Division.*

IN ADMIRALTY.

UNITED STATES OF AMERICA,

vs.

The Gasoline Launch "CALYPSO," Her Boats,
Tackle, Apparel, Furniture and Cargo.

**Stipulation [for Taking Depositions and Deposi-
tions].**

IT IS STIPULATED that depositions may be taken in the above-entitled matter, on behalf of the Los Angeles Creamery Company, on Wednesday the 18th day of March, 1914, beginning at the hour of 10 o'clock A. M., before C. K. Schade, a Notary Public in and for Los Angeles County; that at such time the deposition of George E. Platt may be taken and that the depositions of the officers and agents of the claimant may be taken and of such other persons as may be produced.

IT IS FURTHER STIPULATED that the government does not waive any rights which it may have to object to the failure of the Los Angeles Creamery Company and their attorneys to appear in the matter within the time fixed by the Court, said date fixed being February 26th, 1914, said claimant not having

filed an answer until after said date of February 26th, 1914.

BLACK & CLARK,
LLOYD, CHENEY & GEIBEL,
Attorneys for Los Angeles Creamery Co.
JNO. W. PRESTON,
U. S. Attorney.

Dated March 12, 1914. [25]

*In the District Court of the United States, in and
for the Northern District of California, First
Division.*

IN ADMIRALTY.

UNITED STATES OF AMERICA,

vs.

The Gasoline Launch "CALYPSO," Her Boats,
Tackle, Apparel, Furniture and Cargo.

State of California,
County of Los Angeles,—ss.

**Depositions of Witnesses R. M. Smith, William L.
Sassaman and Geo. E. Platt.**

BE IT REMEMBERED, that pursuant to the written stipulation of the parties in said action hereto annexed and made a part hereof by reference, and on Wednesday the 18th day of March, 1914, beginning at the hour of ten o'clock A. M., before C. K. Schade, a Notary Public in and for the County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared R. M. Smith, William L. Sassaman and Geo. E. Platt,

witnesses produced on behalf of the Los Angeles Creamery Company, a corporation, intervenor by petition in the above-entitled matter, and each of whom being by me first duly sworn, was then and there examined and interrogated by Warren E. Lloyd, Esq., of counsel for said intervenor, and was cross-examined and interrogated by Harry R. Archbald, Esq., Assistant United States Attorney, Southern District of California, of counsel for said United States, and respectively testified as follows:

Deposition of R. M. Smith.

R. M. SMITH, being first duly sworn by said Notary Public, testified as follows:

Direct Examination by Mr. LLOYD.

Q. You are assistant secretary of the Los Angeles Creamery Company, a corporation? [26]

A. Yes, sir.

Q. As such you have charge of the papers and documents of the company? A. I do.

Q. I show you a chattel mortgage, dated April 30th, 1913, between William L. Sassaman and Morris Pettinger, mortgagors, and Los Angeles Creamery Company a mortgagee recorded at request of mortgagee May 10th 1913, in Book 379, Page 346 of Chattel Mortgages, Records of Los Angeles County, California, and received for record October 29th, 1913, at ten o'clock A. M. by W. F. Mahar, Deputy United States Collector of Customs of the Port of Los Angeles, and recorded in Book 1351-3, Page 3. Does the Los Angeles Creamery Company own that mortgage, A. Yes, sir.

(Deposition of R. M. Smith.)

Q. Was a promissory note given by William L. Sassaman and Morris Pettinger to Los Angeles Creamery Company in connection with said chattel mortgage? A. Yes, sir.

Q. Have you the note with you? A. I have.

Q. Is that promissory note in words and figures the same as the promissory note set out in the chattel mortgage? A. It is.

Q. Has there been anything paid upon said promissory note?

A. Seventy-five dollars has been paid, June 11th, 1913.

It was stipulated between counsel for the United States and counsel for Los Angeles Creamery Company that the promissory note set out in words and figures in said chattel mortgage is the same as the promissory note testified to by said witness, and that said note bears the endorsement: "June 11, 1913, paid \$75.00." [27]

Q. Is seventy-five dollars all that has been paid upon said promissory note? A. Yes sir.

Mr. LLOYD.—The Los Angeles Creamery Company attaches to this deposition the chattel mortgage referred to by said witness, and marks it exhibit "A" and makes it a part hereof.

(Said Exhibit "A" is hereto annexed.)

Q. I show you a chattel mortgage, dated September 16th, 1913, between the same parties and securing a promissory note for \$300.00, recorded at request of mortgagee, September 18th, 1913, in Book 388, Page 307 of Chattel Mortgages Records of Los An-

(Testimony of R. M. Smith.)

geles County, California, and received for record October 29th, 1913, at ten o'clock A. M. by W. F. Mahar, Deputy United States Collector of Customs of the Port of Los Angeles and recorded in Book 1351-3, page 4. Does the Los Angeles Creamery Company own that note and mortgage?

A. Yes.

Q. Has anything been paid upon said note described in said mortgage? A. No, sir.

Q. Is the note you have the same as the copy in the mortgage? A. Yes, sir.

It was stipulated between counsel for the United States and counsel for Los Angeles Creamery Company that the promissory note set out in words and figures in said chattel mortgage is the same as the promissory note testified to by witness.

Mr. LLOYD.—Los Angeles Creamery Company attaches to this deposition the chattel mortgage referred to by said witness and marks it Exhibit "B" and makes it a part hereof.

(Said Exhibit "B" is hereto annexed. [28])

Mr. ARCHBALD.—No cross-examination.

Said R. M. Smith received this deposition after it had been written and carefully read same, whereupon said witness signed the same.

R. M. SMITH.

Subscribed and sworn to before me this 19th day of March, 1914, at Los Angeles, California.

C. K. SCHADE. [Seal]

Notary Public in and for the County of Los Angeles,
State of California. [29]

Exhibit "A" [to Deposition of R. M. Smith—Chattel Mortgage, April 30, 1913, William L. Sassaman et al., to Los Angeles Creamery Co.]

THIS INDENTURE, made this 30th day of April, 1913, by and between WILLIAM L. SASSAMAN and MORRIS PETTENDER, Mortgagors, and LOS ANGELES CREAMRY COMPANY, a corporation organized under the laws of the State of California, whose corporate existence is hereby admitted, mortgagee; all of Los Angeles County, California, WITNESSETH:

That said mortgagors hereby mortgage to the said mortgagee, and to its successors and assigns, all that certain vessel and property described as follows, to wit:

A gasoline screw of twenty-two tons burden called the "Calypso," now located in Los Angeles Harbor, and which when completed and registered at Los Angeles Harbor will have the number 210739; United States Registry; and all her tackle, apparel, furniture, machinery, 90 horse power Corliss Marine internal combustion engine, and appurtenances.

As security for the payment to said Mortgagee of the indebtedness evidenced by one promissory note, and any renewal or renewals thereof, in words and figures as follows:

\$500.00 Los Angeles, Cal., April 30, 1913.

In the amounts and at the times hereinafter states, for value received, We promise to pay to Los Angeles Creamery Company, or order, at 1120 Towne Avenue,

Los Angeles, California the principal sum of Five Hundred Dollars. Of said principal sum I promise to pay the sum of Seventy-five (\$75.00) Dollars on the 1st day of June, 1913, and Seventy-five (\$75.00) Dollars on the 1st day of each succeeding month thereafter until said principal sum has been fully paid, with interest thereon from date hereof until paid, at the rate of Eight (8%) per cent per annum, payable monthly; and should the interest not be so paid, it shall become a part of the principal and thereafter bear like interest as the principal. Should default be made in the payment of any installment of interest when due, or in any installment of principal when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note. Principal and interest payable in gold coin of the United States. This note is secured by chattel mortgage.

WILLIAM L. SASSAMAN.

MORRIS PETTENDER. [30]

And it is further agreed that said mortgagee may foreclose this mortgage in case of any default hereunder, either in the manner provided by law, or by seizure of said property and by sale at public auction upon ten days' published notice without any proceedings in court; that said mortgagee or its agents, assigns or representatives may upon such sale become purchasers, and may execute and deliver a sufficient bill of sale to transfer completely and absolutely to any purchaser or purchasers the title and property in and to the said vessel, its tackle, apparel, furniture and appurtenances, and the mortgagor's interest in

said engine, and that the recitals of such bill of sale shall be conclusive evidence against said mortgagors and their privies as to the regularity of all the proceedings and matters recited; upon foreclosure sale the proceeds shall be applied first in paying all advances hereunder, keepers' charges, costs and expense of seizure, sale or foreclosure together with a reasonable attorney's fee in the premises which the mortgagors hereby agree to pay. The remainder, if any, shall be delivered to the mortgagors herein, their assigns or representatives.

It is further agreed that upon the completion and registration of said vessel said mortgagors will make, execute and deliver any other or further mortgage on said vessel which may be required or become necessary to fully secure the said mortgagee as to the matters above set forth.

This mortgage is subject only to lien and contract of the Hatfield Machinery Company, a corporation, respecting the engine to be placed by said corporation in said vessel, not exceeding \$1,000.00.

The mortgagors agree to keep the said property insured [31] for the benefit of the mortgagee in the sum of at least Five Hundred (\$500.00) Dollars.

It is also agreed that if the mortgagors shall fail to make any payments as in said promissory note provided, or shall violate any agreement herein, then the mortgagee may, at its option, take possession of said property, using all necessary force so to do, and may immediately proceed to sell the same in the manner provided by law, and from the proceeds pay the whole amount in said note or in this mortgage

specified, or foreclose this mortgage by action and out of the moneys arising from such sale to retain the unpaid principal and interest, together with the costs, charges and payments secured by this mortgage.

WM. L. SASSAMAN. [Seal]

MORRIS PETTENDER. [Seal]

State of California,
County of Los Angeles,—ss.

On this 30th day of April, 1913, before me, Martin E. Geibel, a Notary Public in and for said Los Angeles County, residing therein, duly commissioned and sworn, personally appeared William L. Sassaman and Morris Pettenger known to me to be the persons whose *name* are subscribed to the within instrument, and acknowledged to me that he executed the same.

Witness my hand and official seal.

[Seal]

MARTIN E. GEIBEL,

Notary Public in and for the County of Los Angeles,
State of California. [32]

State of California,
County of Los Angeles,—ss.

George E. Platt, agent for, in behalf of, and on the authority of the Los Angeles Creamery Company, the mortgagee, and William L. Sassaman and Morris Pettenger, mortgagors, in the foregoing mortgage named, each being duly sworn, each for himself doth depose and say: That the aforesaid mortgage is made

in good faith and without design to hinder, delay or defraud any creditors.

GEO. E. PLATT,
WM. L. SASSAMAN,
MORRIS PETTENDER.

Subscribed and sworn to before me this 9th day of May, 1913.

[Seal] MARTIN E. GEIBEL,
Notary Public in and for the County of Los Angeles,
State of California.

[Endorsed]: Los Angeles, Cal., Oct. 29, 1913. Received for record 10 A. M. 10/29/13. Recorded Book 1351-3, Page 3. W. F. Mahar, Dep. Coll. Compared Document Caldwell Book Howlett 534.

Recorded at Request of Mtgee. May 10, 1913. At 51 min. past 11 A. M., in Book 379, Page 246 of Chattel Mortgages. Records Los Angeles Co., Cal. C. L. Logan, County Recorder. By R. L. Hazen, Deputy. Fee \$1.70 29 541

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12

Exhibit "B" [to Deposition of R. M. Smith, Chattel Mortgage, September 16, 1913, William L. Sassaman et al., to Los Angeles Creamery Co.]

THIS MORTGAGE, Made this 16th day of September, 1913, by and between WILLIAM L. SASSAMAN and MORRIS PETTENDER, Mortgagors, and LOS ANGELES CREAMERY COMPANY, a corporation organized under the laws of the State of California, whose corporate existence is hereby ad-

mitted, mortgagee; all of Los Angeles County, California, WITNESSETH:

That said mortgagors hereby mortgage to the said mortgagee, and to its successors and assigns, all that certain property described as follows, to wit:

A gasoline screw launch of twenty-two tons burden called the "Calypso," now located in Los Angeles Harbor, and registered at Los Angeles Harbor with the number 210739; United States Registry; and all her tackle, apparel furniture machinery, ninety horse-power Corliss Marine internal combustion engine, and appurtenances.

As security for the payment to said mortgagee of the indebtedness evidenced by one promissory note, and any renewal or renewals thereof, in words and figures as follows:

\$300.00 Los Angeles, Cal., September 16, 1913.

Ninety (90) days after date, for value received, we promise to pay to Los Angeles Creamery Company, or order, at 1120 Towne Avenue, Los Angeles, California, the principal sum of Three Hundred Dollars, with interest thereon from date hereof until paid at the rate of Eight (8%) per cent per annum, payable monthly; and should the interest not be so paid, it shall become a part of the principal and thereafter bear like interest as the principal. Should default be made in the payment of any installment of interest when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note. Principal and interest payable in gold coin of the United

States. This note is secured by a second chattel mortgage.

WILLIAM L. SASSAMAN,
MORRIS PETTENDER. [34]

And it is further agreed that said mortgagee may foreclose this mortgage in case of any default hereunder, either in the manner provided by law, or by seizure of said property and by sale at public auction upon ten days' published notice without any proceedings in Court; that said mortgagee or its agents, assigns or representatives may, upon such sale, become purchasers, and may execute and deliver a sufficient bill of sale to transfer completely and absolutely to any purchaser or purchasers the title and property in and to the said vessel, its tackle, apparel, furniture and appurtenances, and the mortgagors' interest in said engine, and that the recitals of such bill of sale shall be conclusive evidence against said mortgagors and their privies as to the regularity of all the proceedings and matters recited; upon foreclosure sale the proceeds shall be applied first in paying all advances hereunder, keepers' charges, costs and expenses of seizure, sale or foreclosure, together with a reasonable attorneys' fee in the premises which the mortgagors hereby agree to pay, and the payment of all sums expended or advanced by the mortgagee for incumbrances, adverse claims, insurance, inspection, repairs, protection, or for any other purpose necessary to keep alive the rights of the mortgagee herein. The remainder, if any, shall be delivered to the mortgagors herein, their assigns or representatives.

The mortgagors agree to keep the said property

insured against loss for the benefit of the mortgagee to the amount required by and in such insurance companies as may be satisfactory to the mortgagee, and to assign the policies therefor to the mortgagee; and promise to pay and settle, or cause to be removed by suit or otherwise, all adverse claims against said property.

The said mortgagors do hereby state, declare and warrant [35] that they are the sole and separate owners of all the hereinbefore described personal property and that there are no liens or incumbrances or adverse claims of any kind whatever on any part thereof, excepting a claim for salvage by J. A. Paschall against gasoline launch "Calypso," now pending in the District Court of the United States, for the Southern District of California, Southern Division, and the liens mentioned in the chattel mortgage of William L. Sassaman and Morris Pettenger to Los Angeles Creamery Company, dated April 30th, 1913, and recorded May 10th, 1913, in Book 379, page 246 of Chattel Mortgages, Records of Los Angeles County, California, and contract of Fulton and Woodley respecting material and labor not exceeding \$180.00.

It is also agreed that if the mortgagors shall fail to make any payments as in said promissory note provided, or shall violate any agreement herein, then the mortgagee may, at its option, take possession of said property, using all necessary force so to do, and may immediately proceed to sell the same in the manner provided by law, and from the proceeds pay the whole amount in said note or in this mort-

gage specified, or foreclose this mortgage by action and out of the moneys arising from such sale to retain the unpaid principal and interest, together with the costs, charges and payments secured by this mortgage.

The mortgagors agree that this mortgage is not assignable without the consent of the mortgagee first had and obtained.

WM. L. SASSAMAN. [Seal]

MORRIS PETTINGER. [Seal]

State of California,
County of Los Angeles,—ss.

On this 17th day of September, 1913, before me Martin E. Geibel, [36] a Notary Public in and for said Los Angeles County, residing therein, duly commissioned and sworn, personally appeared William L. Sassaman and Morris Pettinger known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Witness my hand and official seal.

[Seal]

MARTIN E. GEIBEL,

Notary Public in and for the County of Los Angeles,
State of California.

State of California,
County of Los Angeles,—ss.

Geo. E. Pratt, agent for, in behalf of, and on the authority of the Los Angeles Creamery Company, the mortgagee, and William L. Sassaman and Morris Pettinger, mortgagors, in the foregoing mortgage named, each being duly sworn, each for him-

self doth depose and say: That the aforesaid mortgage is made in good faith and without design to hinder, delay or defraud any creditors.

GEO. E. PLATT.

WM. L. SASSAMAN.

MORRIS PETTINGER.

Subscribed and sworn to before me this 17th day of September, 1913.

[Seal]

MARTIN E. GEIBEL,
Notary Public in and for the County of Los Angeles,
State of California.

[Endorsed]: Los Angeles, Cal. Oct. 29/13. Received for record 10 A. M. 10/29/13. Recorded book 1351-3 Page 4. W. F. Mahar, Dep. Coll. Compared Document. Moore. Book Stoermer, 415.

Recorded at Request of Mtgee. Sep. 18, 1913 at 49 min. past 1 P. M. in Book 388 Page 307 of Chattel Mortgages. Records Los Angeles Co., Cal. C. L. Logan, Deputy Recorder. By G. W. Taylor, Deputy. Fee \$1.70. 56 337. [37]

State of California,
County of Los Angeles,—ss.

I, C. K. SCHADE, a Notary Public in and for the County of Los Angeles, State of California, duly commissioned and sworn, being the commissioner authorized and agreed upon to take the foregoing deposition, do hereby certify that on the 18th day of March, 1914, beginning at the hour of ten o'clock A. M., at the law offices of Lloyd, Cheney & Geibel, Room 906 Central Building, Los Angeles, California,

pursuant to said stipulation and agreement, there appeared before me R. M. Smith, a witness on behalf of the Los Angeles Creamery Company, intervenor in the above-entitled matter, who was then and there by me duly sworn to testify the truth, the whole truth and nothing but the truth; that thereupon said witness was examined orally by Warren E. Lloyd, Esq., counsel for said intervenor, and cross-examined by Harry R. Archbald, Esq., Assistant United States Attorney for the Southern District of California and said witness made answer thereto, and the questions propounded by said counsel and the answers of said witness were then and there taken down in shorthand by Carrie M. Mandell, a stenographer, in my presence, and in the presence of said witness and said attorneys, and then reduced to writing. That said deposition, having been taken, was read over by said witness and corrected, subscribed and sworn to by him in my presence, and that the foregoing pages, numbered 2, 3, and 4, together with Exhibit "A" and Exhibit "B" thereto attached, are said deposition.

WITNESS my hand and seal of office this 20th day of March, 1914.

[Seal]

C. K. SCHADE,

Notary Public in and for the County of Los Angeles,
State of California.

My Commission expires Oct. 28, 1916. [38]

[Deposition of William L. Sassaman.]

WILLIAM L. SASSAMAN, being first duly sworn by said Notary Public, testified as follows:

Direct Examination by Mr. LLOYD.

Q. On or about April 30th, 1913, were you the owner or part owner of the gasoline screw launch of twenty-two tons burden called the "Calypso," then located at Los Angeles Harbor and assigned United States Registry No. 210739? A. I was.

Q. Did you have anything to do with borrowing Five Hundred Dollars from Los Angeles Creamery Company on a chattel mortgage security upon said boat? A. I did.

Q. Did you borrow money upon that boat?

A. Yes, sir.

Q. I show you Exhibit "A" in this deposition. Is that the chattel mortgage referred to?

A. Yes, sir.

Q. What was done with that money with reference to said boat?

A. It was used to make the last payments for the finishing of the boat, and went, a greater part of it, I think Four Hundred Dollars or more, to Fulton-Woodley Construction Company, and the rest of it, I believe, went to Cretsinger Bros., machinists.

Q. But it all went for finishing the boat?

A. Yes, sir.

Q. And for material and labor that went into the boat? A. Yes.

Q. I show you chattel mortgage exhibit "B" attached to this deposition, did you have anything to

(Deposition of William L. Sassaman.)

do with borrowing that money? [39]

A. Yes, sir.

Q. On or about September 16th, 1913, at the time the Three Hundred Dollars was borrowed, referred to in said chattel mortgage, were you owner or part owner of said "Calypso"? A. I was.

Q. Do you know what was done with that Three Hundred Dollars borrowed and secured by said chattel mortgage on said boat? A. Yes, sir.

Q. What was the money used for?

A. Used to pay the premium on Five Thousand Dollars insurance on the "Calypso."

Q. Did that insurance cover marine risks?

A. Yes, sir. All losses or partial losses at sea.

Cross-examination by Mr. ARCHBALD.

Q. You stated that you were owner, or part owner, which was it Mr. Sassaman?

A. I was part owner.

Q. What interest did you have in the boat at the time of the execution of this first mortgage?

A. I was five-sixths owner.

Q. And who owned the balance?

A. Morris Pettinger.

Q. Whose name is signed to the note for Five Hundred Dollars set out in the instrument?

A. Yes, sir.

Q. At the time Exhibit "B" was executed, what was your interest in the "Calypso"?

A. I was still five-sixths owner.

Q. And Mr. Pettinger the owner of the balance?

A. Yes, sir. [40]

(Deposition of William L. Sassaman.)

WILLIAM L. SASSAMAN received this deposition after it had been written and carefully read same, whereupon said witness signed the same.

WILLIAM L. SASSAMAN.

Subscribed and sworn to before me this 19th day of March, 1914, at Los Angeles, California.

[Seal]

C. K. SCHADE,

Notary Public in and for the County of Los Angeles,
State of California. [41]

State of California,

County of Los Angeles,—ss.

I, C. K. SCHADE, a Notary Public in and for the County of Los Angeles, State of California, duly commissioned and sworn, being the commissioner authorized and agreed upon to take the foregoing deposition, do hereby certify that on the 18th day of March, 1914, beginning at the hour of ten o'clock A. M., at the law offices of Lloyd, Cheney & Geibel, Room 906, Central Building, Los Angeles California, pursuant to said stipulation and agreement, there appeared before me William L. Sassaman, a witness on behalf of the Los Angeles Creamery Company, intervenor in the above-entitled matter, who was then and there by me duly sworn to testify the truth, the whole truth and nothing but the truth; that thereupon said witness was examined orally by Warren E. Lloyd, Esq., counsel for said intervenor, and cross-examined by Harry R. Archbald, Esq., Assistant United States Attorney for the Southern District of California, and said witness made answer thereto, and

the questions propounded by said counsel and the answers of said witness were then and there taken down in shorthand by Carrie M. Mandell, a stenographer, in my presence, and in the presence of said witness and said attorneys, and then reduced to writing. That said deposition, having been taken, was read over by said witness and corrected, subscribed and sworn to by him in my presence, and that the foregoing pages, Numbered 6, 7 and 8, together with Exhibit "A" and Exhibit "B" thereto attached, are said deposition.

Witness my hand and seal of office this 20th day of March, 1914.

[Seal]

C. K. SCHADE,
Notary Public in and for the County of Los Angeles,
State of California.

My Commission expires Oct. 28, 1916. [42]

[Deposition of George E. Platt.]

GEO. E. PLATT, being first duly sworn by said Notary Public, testified as follows:

Direct Examination by Mr. LLOYD.

Q. You are president of the Los Angeles Creamery Company? A. Yes, sir.

Q. I show you Exhibit "A" attached to this deposition, being taken, being a chattel mortgage for Five Hundred Dollars, secured by a lien upon the launch "Calypso." Did you attend to the making of that loan? A. I did.

Q. For what purpose, do you know, was that money loaned?

A. To make last payments on the boat so that he

(Deposition of George E. Platt.)

could get it into commission.

Q. I show you Exhibit "B" attached to said deposition, being a chattel mortgage upon the launch "Calypso" securing a promissory note for Three Hundred Dollars, dated September 16th, 1913. Did you attend to the making of said loan?

A. Yes, sir, I did.

Q. State, if you know, for what purpose that money was loaned.

A. It was to pay the premium due on the insurance placed on the boat.

Q. Did you or did Los Angeles Creamery Company at time of making said loans, or either of them, or since said loans and prior to the seizure of the "Calypso" by the United States, know of any illegal use or voyage said "Calypso" was to make or for [43] which it was to be used?

A. No. We did not.

Q. Did you or said company consent or connive at any illegal use or voyage by said boat, or lend money for such use? A. No.

Cross-examination by Mr. ARCHBALD.

Q. Do you know who was in charge or master of said boat at time of seizure? A. I do not.

GEO E. PLATT received this deposition after it had been written and carefully read same, whereupon said witness signed the same.

GEO. E. PLATT.

Subscribed and sworn to before me this 20th day of March, 1914, at Los Angeles, California.

[Seal]

C. K. SCHADE,

Notary Public in and for the County of Los Angeles,
State of California. [44]

State of California,

County of Los Angeles,—ss.

I, C. K. SCHADE, a notary public in and for the County of Los Angeles, State of California, duly commissioned and sworn, being the commissioner authorized and agreed upon to take the foregoing deposition, do hereby certify that on the 18th day of March, 1914, beginning at the hour of ten o'clock A. M., at the law offices of Lloyd, Cheney & Geibel, Room 906 Central Building, Los Angeles, California, pursuant to said stipulation and agreement, there appeared before me Geo. E. Platt, a witness on behalf of the Los Angeles Creamery Company, intervenor in the above entitled matter, who was then and there by me duly sworn to testify the truth, the whole truth and nothing but the truth; that thereupon said witness was examined orally by Warren E. Lloyd, Esq., counsel for said intervenor, and cross-examined by Harry R. Archbald, Esq., Assistant United States Attorney for the Southern District of California and said witness made answers thereto, and the questions propounded by said counsel and the answers of said witness were then and there taken down in shorthand by Carrie M. Mandell, a stenographer, in my presence, and in the presence of said witness and said attorneys, and then reduced to writing. That said deposition, having been taken, was

read over by said witness and corrected, subscribed and sworn to by him in my presence, and that the foregoing pages, Numbered 10 and 11, together with "Exhibit A" and "Exhibit B" thereto attached, are said deposition.

Witness my hand and seal of office this 20th day of March, 1914.

[Seal]

C. K. SCHADE,

Notary Public in and for the County of Los Angeles,
State of California.

My commission expires Oct. 28, 1916. [45]

[Endorsed]: Opened and filed Apr. 27, 1914. W.
B. Maling, Clerk. By C. W. Calbreath, Deputy
Clerk. [46]

*In the District Court of the United States in and for
the Northern District of California, First Divi-
sion.*

IN ADMIRALTY.

THE UNITED STATES OF AMERICA,

vs.

The Gasoline Launch "CALYPSO," Her Boats,
Tackle, Apparel, Furniture and Cargo.

Stipulation to Take Depositions [and Depositions].

It is stipulated that depositions may be taken in the above entitled matter on behalf of William L. Sassaman and William H. Singleton on Thursday the 9th day of April, 1914, beginning at the hour of 10 o'clock A. M. before C. K. Schade, a notary public in and for Los Angeles County, or before any notary public, at the law offices of Lloyd, Cheney and Geibel,

Room 906 Central Building, corner 6th and Main Streets, Los Angeles, California; that at such time the deposition of A. J. Stoecklin, Deputy Collector of Customs of the port of Los Angeles, or of any other person or persons as may be produced; that copies of the records of the Collector of Customs of the United States for the district embracing Los Angeles County may be proved or read into the evidence at such hearing; and that said depositions may be transmitted after certification to the Clerk of the above-entitled court and thereupon be opened by the United States Attorney and Commissioner herein and considered as evidence in this cause.

Dated: April 2d, 1914.

LLOYD, CHENEY & GEIBEL,
Attorneys and Proctors for Said Sassaman and Singleton.

JNO. W. PRESTON,
U. S. Attorney. [47]

In the District Court of the United States, in and for the Northern District of California, First Division.

IN ADMIRALTY.

UNITED STATES OF AMERICA,

vs.

The Gasoline Launch "CALYPSO," Her Boats,
Tackle, Apparel, Furniture and Cargo.

**Depositions of Witnesses A. J. Stoecklin, Morris
Pettenger, Louise E. Grimaud, Geo. E. Platt,
and William L. Sassaman.**

State of California,
County of Los Angeles,—ss.

BE IT REMEMBERED, that pursuant to the written stipulation of the parties in said action hereto annexed and made a part hereof by reference, and on Thursday, the 9th day of April, 1914, beginning at the hour of ten o'clock A. M., before C. K. Schade, a notary public in and for the County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared A. J. Stoecklin, Morris Pettenger, Louise E. Grimaud, Geo. E. Platt and William L. Sassman, witnesses produced on behalf of William L. Sassaman and William H. Singleton, intervenors by petition in the above-entitled matter, and each of whom being by me first duly sworn, was then and there examined and interrogated by Warren E. Lloyd, Esq., of counsel for said intervenors, and was cross-examined and interrogated by Harry R. Archbald, Esq., Assistant United States Attorney, Southern District of California, of counsel for said United States, and respectively testified as follows:

Deposition of A. J. Stoecklin.

Direct Examination by Mr. LLOYD.

Q. What is your name, age and residence?

A. My name is Arnold J. Stoecklin, age 51 years,
[48] 118 East Eleventh Street, Los Angeles.

(Deposition of A. J. Stoecklin.)

Q. Are you in the employ of the United States Government?

A. No, sir. I sent in my resignation last Friday, and whether it is accepted or not, I do not know, but I sent it in.

Q. Before that, how long were you in the United States employ? A. Over ten years.

Q. In what capacity?

A. Different capacities. The last was deputy collector at San Pedro.

Q. For how long?

A. About two years and a month.

Q. During November, 1913, were you deputy United States Collector of Customs? A. Yes, sir.

Q. Do you know William L. Sassaman?

A. I met the gentleman; know him by sight.

Q. Do you know Morris Pettinger, who is present at this deposition? A. I know him by sight.

Q. The ship's papers of the "Calypso," that is to say the enrollment and license showing the master in charge have an entry thereon, dated November 24th, 1913, substituting Morris Pettinger as master in place of James K. Castle. Were you the officer attending to that entry? A. I was.

Q. Who came to you to procure that? [49]

A. Mr. Pettinger. The oath he had to take before I endorsed the license is at San Pedro office.

Q. Has it, or a copy thereof, been transferred to Los Angeles?

A. No, it stays at San Pedro, but Los Angeles is notified. All he had to do was to take the oath that

(Deposition of A. J. Stoecklin.)

he is a citizen, and then I endorsed him as master of the "Calypso" on the license. I know I signed him on the oath.

Q. Was William L. Sassaman present at that time? A. No, sir.

Q. State whether or not about March 30th, 1914, you signed a letter for William L. Sassaman to take to the United States Commission Krull at San Francisco. A. Yes.

Q. Prior to signing that letter, had you seen Mr. Sassaman with reference to transfer of the ship's papers? A. No, sir.

Q. What did Mr. Sassaman say to you about the transfer, if anything?

A. He said that he didn't make any transfer.

Mr. LLOYD.—That is all.

A. J. STOECKLIN received this deposition after it had been written and carefully read same, whereupon said witness signed the same.

ARNOLD J. STOECKLIN.

Subscribed and sworn to before me this 9th day of April, 1914, at Los Angeles, California.

[Seal]

C. K. SCHADE,

Notary Public in and for the County of Los Angeles,
State of California. [50]

State of California,
County of Los Angeles,—ss.

I, C. K. SCHADE, a Notary Public in and for the County of Los Angeles, State of California, duly commissioned and sworn, being the commissioner

authorized and agreed upon to take the foregoing deposition, do hereby certify that on the 9th day of April, 1914, beginning at the hour of ten o'clock A. M., at the law office of Lloyd, Cheney & Geibel, Room 906 Central Building, Los Angeles California, pursuant to said stipulation and agreement, there appeared before me A. J. STOECKLIN, a witness on behalf of William L. Sassaman and William H. Singleton, intervenors in the above-entitled matter, who was then and there by me duly sworn to testify the truth, the whole truth, and nothing but the truth; that thereupon said witness was examined orally by Warren E. Lloyd, Esq., counsel for said intervenors, and said witness made answer thereto, and the questions propounded by said counsel and the answers of said witness were then and there taken down in shorthand by Carrie M. Mandell, a stenographer, in my presence, and in the presence of said witness and said attorney, and then reduced to writing. That said deposition, having been taken, was read over by said witness and corrected, subscribed and sworn to by him in my presence, and that the foregoing pages, Numbered 2 and 3 are said deposition.

Witness my hand and seal of office this 14th day of April, 1914.

[Seal]

C. K. SCHADE,

Notary Public in and for the County of Los Angeles,
State of California.

My commission expires October 28, 1916. [51]

Deposition of Morris Pettenger.

Direct Examination by Mr. LLOYD.

Q. What is your name, age and residence?

A. Morris Pettenger, thirty, 1603 Alametos Avenue, Long Beach, California.

Q. Do you know William L. Sassaman?

A. Yes, sir.

Q. How long have you known him?

A. Three years.

Q. Are you now, or have you ever been part owner with him in the "Calypso"? A. Yes, sir.

Q. At the time the ship's papers were made out, I mean the consolidated enrollment and license, dated May 23d, 1913, did you own one-sixth interest in the "Calypso," and William L. Sassaman, five-sixths?

A. Yes, sir.

Q. Has that interest changed since? A. No, sir.

Q. Did you sign articles of agreement for the "Calypso," between you and William L. Sassaman, about August 10th, 1912? A. Yes, sir.

Q. Did you thereafter, about December 26th, 1913, sign an amendment to said articles in words and figures as follows:

Amendment to Articles of Agreement made August 10, 1912, for the "Calypso," between Wm. L. Sassaman and Morris Pettenger, both of Los Angeles, California.

This amendment made this twenty-third day of December, 1913, in consideration that Wm. H. Singleton agrees to pay promissory notes to the amount of \$3400.00 which amount clears the indebtedness of

(Deposition of Morris Pettenger.)

the "Calypso." I, Wm. L. Sassaman, and I, Morris Pettenger, agrees to give said Wm. H. Singleton a mortgage on the "Calypso" for the amount of \$3400.00 with interest at 8%, and deliver to Wm. H. Singleton the insurance policy [52] which amounts to \$5000.00, and further, that I, Morris Pettenger agrees to make no contracts or take the "Calypso" out on any trip without a permit from Wm. L. Sassaman, also that I, Morris Pettenger, agrees to borrow no money or give any personal note at any time on the "Calypso." It is also agreed that I, Morris Pettenger, shall not employ a crew without a permit from Wm. L. Sassaman, and under no circumstances shall the ship's papers be transferred to anyone except by Wm. L. Sassaman.

WM. L. SASSAMAN,

MORRIS PETTENDER.

Witnessed by LOUISE E. GRIMAUD."

A. Yes, sir.

Q. Did Miss Louise E. Grimaud witness that?

A. Yes. She asked me about it later.

Q. Do you remember a Creditor's Meeting that was to be held at the office of B. J. Bradner, Attorney, Security Building, Los Angeles, California, on December 23d 1913, where the creditors of the "Calypso" boat were to meet? A. Yes.

Q. Did you attend said meeting? A. No, sir.

Q. Who told you about it?

A. Mr. Sassaman, I believe, and Mr. Bradner.

Q. What was the general object of the meeting?

A. It was to make sort of an adjustment of the

(Deposition of Morris Pettenger.)

claims they had against the boat.

Q. About how much indebtedness was against the boat at that time?

A. Approximately for \$3400.00.

Q. Did William H. Singleton help you and Mr. Sassaman with that indebtedness? A. Yes.

Q. How? [53]

A. He was one of the endorsers of the notes that the creditors agreed to accept.

Q. Was this agreement above referred to signed in order to protect Mr. Singleton for what he was doing for you? A. Yes, I believe it was.

Q. You testified the Creditor's Meeting was held December 23d, was this amendment signed on that day or a few days afterwards?

A. It was signed later.

Q. How much later?

A. Possibly three or four days later; the 26th it was signed.

Q. You mean December 26th, 1913?

A. Yes, sir.

Q. You know of the "Calypso" having been seized at or near Monterey, California, by the United States Government? A. Yes, sir.

Q. At the time said amendment was signed, December 26th, 1913, was William L. Sassaman with you? A. Yes sir.

Q. Did he sign the same? A. Yes, sir.

Q. After signing the same and before said "Calypso" was seized, did you see Mr. Sassaman?

A. No.

(Deposition of Morris Pettenger.)

Q. At the time of signing said agreement, what did Mr. Sassaman say, if anything, about securing William H. Singleton.

A. Well, we agreed to give Mr. Singleton a mortgage on the boat for security for the \$3400.00. We also turned over the insurance policy. [54]

Q. Were the creditors pressing you at that time regarding the boat? A. Yes, sir.

Mr. LLOYD.—That is all.

Cross-examination by Mr. ARCHBALD.

Q. Who is Mr. Singleton?

A. Mr. Singleton, I understand, is a well to do rancher up near Redlands.

Q. Is he a friend of yours?

A. No, sir, he is a friend of my partner.

Q. Mr. Sassaman? A. Yes.

Q. Did you ever have any talk with him concerning this liability? A. No.

Q. The negotiations were all conducted through Mr. Sassaman? A. Yes, sir.

Q. All you know of it was through Mr. Sassaman?

A. Yes.

Q. Why was this amendment referred to signed on the 26th rather than the date of its making?

A. Because I was in San Diego.

Q. Were you with the boat in San Diego?

A. Yes.

Q. Was Mr. Sassaman on the boat with you?

A. No, sir.

Q. Were you in charge of the boat?

A. Yes, sir.

(Deposition of Morris Pettenger.)

Q. Before that time to and subsequent to the time of [55] signing this agreement?

Q. Yes, sir, in a general way.

Q. And there were no other parties interested in the boat, so far as ownership goes, other than yourself and Mr. Sassaman? A. No.

Q. What was the nature of this liability, concerning which this meeting was had?

A. It was concerning the indebtedness against the boat.

Q. How was it incurred?

A. For the construction of the boat.

Q. It represented then the difference between the cost of the boat and the money that was put up by you two owners? A. Yes.

Mr. ARCHBALD.—That is all.

MORRIS PETTENDER received this deposition after it had been written and carefully read same, whereupon said witness signed the same.

MORRIS PETTENDER.

Subscribed and sworn to before me this 9th day of April, 1914, at Los Angeles, California.

[Seal]

C. K. SHADE,

Notary Public in and for the County of Los Angeles,
State of California. [56]

State of California,

County of Los Angeles,—ss.

I, C. K. Shade, a Notary Public in and for the County of Los Angeles, State of California, duly commissioned and sworn, being the commissioner authorized and agreed upon to take the foregoing depo-

sition, do hereby certify that on the 9th day of April, 1914, beginning at the hour of ten o'clock A. M., at the law offices of Lloyd, Cheney & Geibel, Room 906, Central Building, Los Angeles, California, pursuant to said stipulation and agreement, there appeared before me Morris Pettenger, a witness on behalf of William L. Sassaman and William H. Singleton, intervenors in the above-entitled matter, who was then and there by me duly sworn to testify the truth, the whole truth and nothing but the truth; that thereupon said witness was examined orally by Warren E. Lloyd, Esq., counsel for said intervenors, and cross-examined by Harry R. Archbald, Esq., Assistant United States Attorney for the Southern District of California, and said witness made answer thereto, and the questions propounded by said counsel and the answers of said witness were then and there taken down in shorthand by Carrie M. Mandell, a stenographer, in my presence, and in the presence of said witness and said attorneys, and then reduced to writing. That said deposition having been taken, was read over by said witness and corrected, subscribed and sworn to by him in my presence, and that the foregoing pages, numbered 5, 6, 7, 8 and 9, are said deposition.

Witness my hand and Seal of Office, this 14th day of April, 1914.

[Seal]

C. K. SHADE,

Notary Public in and for the County of Los Angeles,
State of California.

My commissioner expires October 28, 1916. [57]

Deposition of Louise E. Grimaud.

Direct Examination by Mr. LLOYD.

Q. What is your name and where do you reside?

A. Louise E. Grimaud, 1417 Pleasant Avenue, Los Angeles, California.

Q. Do you know William L. Sassaman and Morris Pettinger?

A. I do in a business way. I have known Mr. Sassaman five or six years.

Q. Were you formerly in the employ of the Los Angeles Creamery Company?

A. Yes, sir, for seven years.

Q. Up to when?

A. I think about February 15, 1914. Since then I have not worked.

Q. Were Mr. Sassaman and Mr. Pettenger in the employ of the Los Angeles Creamery Company?

A. Mr. Sassaman was, and Mr. Pettenger was until—I don't know what time.

Q. Do you remember on or about August 10th, 1912, writing out articles of agreement for them to sign regarding the boat "Calypso"?

A. I do. Yes, sir.

Q. You were stenographer and typewriter?

A. Yes, sir. I wrote papers for them.

Q. Did they both sign it?

A. Mr. Sassaman signed, and Mr. Pettenger too.

Q. You signed as a witness?

A. I signed as a witness.

Q. Do you remember about December 23d, 1913, just before Christmas, writing out on the bottom of

(Deposition of Louise E. Grimaud.)

said articles an [58] amendment for Mr. Sassaman and Mr. Pettenger to sign?

A. Yes, sir, I do.

Q. Did they sign it?

A. Mr. Sassaman signed it.

Q. And did you sign as a witness?

A. I signed as a witness. Yes, sir.

Q. What was said at the time of having you write that about the agreement?

A. Well, I don't know whether anything was said, only that Mr. Sassaman asked me to write it, and that was all.

Q. Were you present when Mr. Pettenger signed it? A. No, sir, I was not.

Q. *Do remember* what day you wrote it?

A. It was before Christmas, I believe; it was the 23d of December.

Q. Do you know it was before Christmas?

A. I do know it was before Christmas.

Q. Did you ever meet Mr. William H. Singleton referred to in said agreement? A. No, I did not.

Q. Do you know anything about the debts of the "Calypso" and a creditor's meeting?

A. I do not.

Q. How long has Mr. Sassaman been in the employ of the Los Angeles Creamery Company?

A. As long as I can remember. He was there before I was.

Q. Did Mr. Pettenger acknowledge the signature of the amendment to you?

A. I saw the signature, but did not see him write

(Deposition of Louise E. Grimaud.)

it. [59] Later on he acknowledged that it was his signature.

Mr. LLOYD.—That is all.

Cross-examination by Mr. ARCHBALD.

Q. When you signed your name to the original agreement on the 10th day of August, 1912, how many signatures were there on the agreement at that time? A. There was only one.

Q. Whose name was it? A. Mr. Sassaman.

Q. And you did not see Mr. Pettenger sign the agreement? A. No, I didn't.

Q. And this amendment to the same articles of agreement made the 23d day of December, 1913, how many names were signed to that, and whose, at the time you signed as witness?

A. Only one name, Mr. Sassaman.

Q. And when was it that Mr. Pettenger acknowledged that his signature was on the agreement?

A. I saw the signature, I think, about four weeks ago—the signature of Mr. Pettenger—but since then he acknowledged it.

Q. But that was the first time you saw the signature to this amendment about three or four weeks ago? A. Yes, sir.

Q. How long did you say Mr. Sassaman has been working for the Los Angeles Creamery Company?

A. I couldn't say just how long, but it has been a long time. I have been there seven years myself.

Q. And he was working for that Company at the time these original articles and the amendment was signed? [60] A. Yes, sir.

Q. In what capacity, if you know?

(Deposition of Louise E. Grimaud.)

A. As a driver and collector.

Q. Did you see him every day nearly?

A. I could not say every day—I guess every day.

Q. And that was at and about the time the agreement was signed and subsequent to then as long as you have been in the employ of the company?

A. Yes.

Q. And when was it you left the employ of the company?

A. I could not say as to the exact date, but I believe it was about the 15th of February of this year. I have been sick since then, but will go back to work for them Monday.

Mr. ARCHBALD.—That is all.

LOUISE E. GRIMAUD received this deposition after it had been written and carefully read same, whereupon said witness signed the same.

LOUISE E. GRIMAUD.

Subscribed and sworn to before me this 9th day of April, 1914, at Los Angeles, California.

[Seal]

C. K. SCHADE,

Notary Public in and for the County of Los Angeles,
State of California. [61]

State of California,

County of Los Angeles,—ss.

I, C. K. SCHADE, a Notary Public in and for the County of Los Angeles, State of California, duly commissioned and sworn, being the commissioner authorized and agreed upon to take the foregoing deposition, do hereby certify that on the 9th day of April, 1914, beginning at the hour of ten o'clock A. M., at

the law offices of Lloyd, Cheney & Geibel, Room 906, Central Building, Los Angeles, California, pursuant to said stipulation and agreement, there appeared before me Louise E. Grimaud, a witness on behalf of William L. Sassaman and William H. Singleton, intervenors in the above-entitled matter, who was then and there by me duly sworn to testify the truth, the whole truth and nothing but the truth; that thereupon said witness was examined orally by Warren E. Lloyd, Esq., counsel for said intervenors, and cross-examined by Harry R. Archbald, Esq., Assistant United States Attorney for the Southern District of California and said witness made answer thereto, and the questions propounded by said counsel and the answers of said witness were then and there taken down in shorthand by Carrie M. Mandell, a stenographer, in my presence, and in the presence of said witness and said attorneys, and then reduced to writing. That said deposition having been taken, was read by said witness and corrected, subscribed and sworn to by her in my presence, and that the foregoing pages, numbered 11, 12, 13 and 14, are said deposition.

Witness my hand and seal of office this 14th day of April, 1914.

[Seal]

C. K. SCHADE,

Notary Public in and for the County of Los Angeles,
State of California.

My commission expires October 28, 1916. [62]

Deposition of George E. Platt.

Direct Examination by Mr. LLOYD.

Q. What is your name, age and residence?

A. George E. Platt, 52 years, 520 Ardmore Avenue, City.

Q. Are you president of the Los Angeles Creamery Company? A. Yes, sir.

Q. Do you know William L. Sassaman and Morris Pettenger? A. Yes, sir.

Q. Is Mr. Sassaman in your employ?

A. Yes, sir.

Q. Is Mr. Pettenger in your employ?

A. Yes, sir, temporarily.

Q. How long has Mr. Sassaman been in your employ? A. About ten years.

Q. With what companies?

A. With me personally on the ranch, then with the Belle Vernon Company, and on the absorption of the Belle Vernon Farms Company with the Los Angeles Creamery Company, he has been with the Los Angeles Creamery Company from that time on.

Q. Was Mr. Sassaman in your company's employ during November and December, 1913, and January and February, 1914? A. Yes, sir.

Q. In what capacity?

A. As a driver and collector of his route.

Q. Did he work steadily during those periods?

A. Yes, sir.

Q. Is he working now? [63] Yes, sir.

Q. Do you know whether your records show that he was at work from December 23d, 1913, to January 3d or 4th, 1914? A. Yes, sir, I do.

(Deposition of George E. Platt.)

Q. Have you recently examined the records?

A. Not right recently, but I verified it to my satisfaction.

Q. You would then state that he was at work during all of these days?

A. Yes, sir, the last part of December and all of January.

Q. In a former deposition, you testified regarding certain moneys loaned Sassaman and Pettenger on the "Calypso" boat, did you not? A. Yes, sir.

Q. Did you ever attend a creditor's meeting of the creditors of the "Calypso" boat some time in December, 1913? A. Yes.

Q. When and about when was that?

A. It was a little before Christmas. I do not remember what day—I have been informed on the 23d. I think my notice read on the 18th, if I recall correctly. A creditor's meeting up town to agree upon a certain arrangement of accepting notes from a party by the name of Singleton for our account, and I attended the meeting and notified them that we considered our mortgages satisfactory as secured. They asked me what about the open account, and I told them that we were willing to go in with the rest of them on that.

Q. I show you a letter from S. R. Hemenway, Cashier First National Bank, Redlands, dated November 25th, 1913, addressed [64] to William L. Sassaman. Have you ever seen that letter?

A. Yes, I think I saw this.

Q. Was that letter shown at that creditor's meeting? A. Yes.

(Deposition of George E. Platt.)

Q. Is that the Mr. Singleton that is referred to in that letter? A. Yes, sir.

Mr. LLOYD.—William L. Sassaman and William H. Singleton attaches to this deposition the letter referred to by said witness, and marks it Exhibit "A," and makes it a part hereof.

(Said Exhibit "A" is hereto annexed.)

Q. Was the "Calypso" at that time in debt, as far as you know?

A. Yes, the combined indebtedness was approximately \$4000.00, including the indebtedness to the Los Angeles Creamery Company.

Q. This meeting you think was before Christmas, 1913? A. I know it was—I am sure it was.

Q. I believe you testified that from the time of that meeting or during the early part of January, Mr. Sassaman was continually in the employ of your company? A. Yes, sir.

Q. During that time, what were his hours of labor?

A. I think he usually took his wagon out about two o'clock in the morning. I am seldom down at that time, but that is the time. He might not get back until half past ten or eleven o'clock, owing to collections, and might get back as early as eight o'clock.

Q. Do these hours run pretty uniformly each day?

A. No they vary greatly. The latter part of the [65] month when there are less collections, the driver gets in earlier.

Mr. LLOYD.—Take the witness.

Cross-examination by Mr. ARCHBALD.

Q. What do you mean by continuously in your employ on these dates?

(Deposition of George E. Platt.)

A. That he was not off; that he was with us all the time.

Q. Every day?

A. Every day, driving his wagon Sundays and holidays the same.

Mr. ARCHBALD.—That is all.

Said GEORGE E. PLATT received this deposition after it had been written and carefully read same, whereupon said witness signed the same.

GEO. E. PLATT.

Subscribed and sworn to before me this 10th day of April, 1914, at Los Angeles, California.

[Seal]

C. K. SCHADE,

Notary Public in and for the County of Los Angeles,
State of California. [66]

**[Exhibit "A " to Deposition of George E. Platt—
Letter, November 25, 1913, S. R. Hemingway, to
William Sassaman.]**

No. 3892.

FIRST NATIONAL BANK OF REDLANDS.

Redlands, Cal., November 25, 1913.

F. R. Morrison, President.

S. R. Hemingway, Cashier.

H. R. Scott, Assistant Cashier.

Mr. Wm. Sassaman,

1158 San Pedro St.,

Los Angeles, Cal.

Dear Sir:

I have your letter of November 24th, regarding financial responsibility, and willingness to meet his

obligations, of Wm. H. Singleton, of El Casco. It gives me great pleasure to say to you that Mr. Singleton is absolutely good for anything that he may contract for, or any paper he may sign his name to. In fact, I will go so *far to* say that if at any time he could not pay, we would be, as a bank, willing to loan him the money to pay with. We consider him absolutely good, upright, straightforward, quick to meet all obligations, and very careful of his credit in every way. Good as gold.

It gives me pleasure to recommend him to you in this way, as I have known him over twenty years, and know about him.

Yours very truly,

S. R. HEMINGWAY,

Cashier. [67]

State of California,

County of Los Angeles,—ss.

I, C. K. Schade, a Notary Public in and for the County of Los Angeles, State of California, duly commissioned and sworn, being the commissioner authorized and agreed upon to take the foregoing deposition, do hereby certify that on the 9th day of April, 1914, beginning at the hour of ten o'clock A. M., at the law offices of Lloyd, Cheney & Geibel, Room 906 Central Building, Los Angeles, California, pursuant to said stipulation and agreement, there appeared before me Geo. E. Platt, a witness on behalf of William L. Sassaman and William H. Singleton, intervenors in the above-entitled matter, who was then and there by me duly sworn to testify the truth, the whole truth and nothing but the truth; that there-

upon said witness was examined orally by Warren E. Lloyd, Esq., counsel for said intervenors, and cross-examined by Harry R. Archbald, Esq., Assistant United States Attorney for the Southern District of California and said witness made answer thereto, and the questions propounded by said counsel and the answers of said witness were then and there taken down in shorthand by Carrie M. Mandell, a stenographer, in my presence, and in the presence of said witness and said attorneys, and then reduced to writing. That said deposition, having been taken, was read over by said witness and corrected, subscribed and sworn to by him in my presence, and that the foregoing pages, numbered 16, 17, 18 and 19, together with "Exhibit A" thereto attached, are said deposition.

Witness my hand and seal of office this 14th day of April, 1914.

[Seal]

C. K. SCHADE,

Notary Public in and for the County of Los Angeles,
State of California.

My commission expires October 28th, 1916. [68]

Deposition of William L. Sassaman.

Direct Examination by Mr. LLOYD.

Q. What is your name, age and residence?

A. William L. Sassaman, 34, 1158 San Pedro Street, Los Angeles, California.

Q. Were you present and did you hear the testimony of A. J. Stoecklin? A. Yes, sir.

Q. Is he the same person concerning whom you testified before Commissioner Krull in San Francisco recently? A. Yes, sir.

Q. State whether or not you ever consented before

(Testimony of George E. Platt.)

Mr. Stoecklin, or with any United States custom officer, as to the transfer of the ship's papers of the boat "Calypso," so as to make Morris Pettenger master in place of James K. Castle?

A. I never consented. Mr. Stoecklin testified that I did not.

Q. Did you ever consent or agree with Morris Pettenger, or any person, that said Morris Pettenger might be master of said boat "Calypso"?

A. No, sir. He could not be master either, because he was no seafaring man. Mr. Pettenger had never been to sea before he went on the "Calypso," and knows nothing about the sea—nothing about navigation.

Q. Did you hear the testimony of Louise E. Grimaud today? A. Yes, sir.

Q. State the circumstances under which Morris Pettenger signed the articles of agreement, dated August 10th, 1912, between you and him regarding the "Calypso." [69]

A. We drew these up together at the time we started in the business, and Pettenger agreed that they were correct. Miss Grimaud was the lady I got to typewrite and put them in proper form, and when they were finished we both signed them and she witnessed them and signed her name as a witness in 1912.

Q. You heard her testify that you signed first—how did that come?

A. I was manager of it, so I signed first.

Q. Did Mr. Pettenger sign about the same time?

A. He signed at the same time.

(Deposition of William L. Sassaman.)

Q. Do you remember whether or not you signed the amendment to said articles dated December 23d, 1913, before or at the same time Mr. Pettenger signed?

A. No, I signed them first.

Q. How soon after you signed, did he sign?

A. I signed them on the 23d when I had them made out and Pettenger signed them on December 26th, 1913.

Q. Do you know whether you were continually at work from December 23d, 1913, to and including January 3d, 1914, for Los Angeles Creamery Company?

A. Yes, sir, I was at work every day and half of the night.

Q. After Morris Pettenger signed that amendment to articles dated December 23d, 1913, up to the time the "Calypso" was seized by the United States, did you see the "Calypso"?

A. No, I didn't see her until April 1st, when I got to San Francisco.

Q. Did you know she was gone on any trip?

A. Yes, I knew she was gone.

Q. How did you know? [70]

A. I went to Long Beach and found she wasn't in the harbor. I made four trips down there every day for four days.

Q. Did you know why she was gone?

A. No, sir.

Q. Had you been told that she would go?

A. No, sir.

Q. Did you consent that she should go?

A. No, sir.

(Deposition of William L. Sassaman.)

Q. State fully and frankly whether or not after signing the amendment to the articles with Morris Pettenger, December 26th, 1913, you consented or connived in any manner to said boat leaving Long Beach harbor where she was tied.

A. I did not. I didn't know she was gone until I went down there and found out. I didn't know until Captain Connell told me that she left on January 3d, 1914.

Q. Did you, prior to the signing of said amendment to articles, December 26th, 1913, consent or agree or connive at said boat being at any time used for illegal purposes? A. No, sir.

Mr. LLOYD.—Take the witness.

Cross-examination by Mr. ARCHBALD.

Q. What was the boat used for at the time you built it?

A. It was used between San Pedro and Avalon, Catalina Island, continually every day.

Q. For what purpose?

A. For passengers up to about the first of October, when we quit.

Q. In whose charge was the boat at that time?

A. I ran it myself from May 11th when she started, and the masters that are mentioned on the ship's papers had charge [71] of her after that, except Pettenger—he was engineer continually.

Q. Were you on the boat yourself actually running it? A. Yes, sir.

Q. How long?

(Deposition of William L. Sassaman.)

A. From the time it started to the day—I can't say—it's on the ship's papers, when Lopez went in.

Q. How long was the boat operated between San Pedro and Avalon?

A. From May 11th—the first day, to about the first of October.

Q. Then what was done with it?

A. It was used from San Pedro to Long Beach—to the battleship "Pittsburg," gunboat "Yorktown," Chinese old junk ship "Ning Po," then on exhibition; other times working for the Roy C. Howell Company and private parties. They were all real estate people, but I don't know their names.

Q. Were you on the boat then, operating it personally?

A. Yes, sir. I took her out and handled the passengers myself.

Q. And how long did that last engagement continue?

A. I don't know what days they were; I could find out; I have records of them, but they have records of them on the boat. It was in November.

Q. And what, if anything, was the boat used for after November? A. Nothing.

Q. What was done with it?

A. It was tied up in the inner harbor of Long Beach.

Q. When was the first knowledge you had of the enrollment and license dated November 24th, 1913, substituting Morris Pettenger as master in place of James K. Castle? [72]

(Deposition of William L. Sassaman.)

A. I think it was March 7th. I went to the custom house in Los Angeles and Mr. Mahar told me.

Q. Had Mr. Castle been on the boat any of the time subsequent to or prior to November 24th, 1913?

A. Yes, sir.

Q. Both before and after that date?

A. I think not after—not after.

Q. Who was in charge of the boat after that day?

A. She was not working, she was tied up.

Mr. ARCHBALD.—That is all.

Redirect Examination by Mr. LLOYD.

Q. While you were operating the boat, were you also holding your position with the creamery company? A. Yes, sir.

Q. How could you do that?

A. I went out at two o'clock in the morning and if I got through by eight o'clock in the morning I went to San Pedro and took out the boat and would get back in the evening at 6:30 P. M. I did that all the time I was running that boat.

Said William L. Sassaman received this deposition after it had been written, and carefully read same, whereupon said witness signed the same.

WILLIAM L. SASSAMAN.

Subscribed and sworn to before me this 10th day of April, 1914, at Los Angeles, California.

[Seal]

C. K. SCHADE,

Notary Public in and for the County of Los Angeles,
State of California.

Mr. LLOYD.—We had intended taking the depo-

sition of William H. Singleton at this time, but in some way he has misunderstood the appointment. Having covered the matter of his helping [73] with the finances by other witnesses, we do not produce him.

Mr. ARCHBALD.—You may adjourn the deposition for that purpose if you wish.

Mr. LLOYD.—I fear there will not be time.

State of California,

County of Los Angeles,—ss.

I, C. K. SCHADE, a Notary Public in and for the County of Los Angeles, State of California, duly commissioned and sworn, being the commissioner authorized and agreed upon to take the foregoing deposition, do hereby certify that on the 9th day of April, 1914, beginning at the hour of ten o'clock A. M., at the law office of Lloyd, Cheney & Geibel, Room 906, Central Building, Los Angeles, California, pursuant to said stipulation and agreement, there appeared before me William L. Sassaman, a witness on behalf of William L. Sassaman and William H. Singleton, intervenors in the above-entitled matter, who was then and there by me duly sworn to testify the truth, the whole truth and nothing but the truth; that thereupon said witness was examined orally by Warren E. Lloyd, Esq., counsel for said intervenors, and cross-examined by Harry R. Archbald, Esq., Assistant United States Attorney for the Southern District of California, and said witness made answer thereto, and the questions propounded by said counsel and the answers of said witness were then and there

taken down in shorthand by Carrie M. Mandell, a stenographer, in my presence, and in the presence of said witness and said attorneys, and then reduced to writing. That said deposition, having been taken, was read over by said witness and corrected, subscribed and sworn to by him in my presence, and that the foregoing pages, numbered 21, 22, 23, [74] 24 and 25 are said deposition.

Witness my hand and seal of office this 14th day of April, 1914.

[Seal]

C. K. SCHADE,

Notary Public in and for the County of Los Angeles,
State of California.

My commission expires October 28, 1916.

[Endorsed]: Opened and Filed Apr. 27, 1914. W.
B. Maling, Clerk. By C. W. Calbreath, Deputy
Clerk. [75]

*In the District Court of the United States, in and for
the Northern District of California, First Di-
vision.*

UNITED STATES OF AMERICA,

vs.

The Gasoline Launch "CALYPSO," Her Boats,
Tackle, Apparel, Furniture, and Cargo.

Testimony Taken Before U. S. Commissioner.

Thursday, April 2d, 1914.

Counsel Appearing:

JOHN W. PRESTON, Esq., United States Attor-
ney, and WALTER E. HETTMAN, Esq., Asst. U. S.
Attorney, for the United States.

Messrs. BLACK & CLARK, and LLOYD, CHENEY & GEIBEL, appear for the claimant and intervenor, Los Angeles Creamery Company.

Messrs. LLOYD, CHENEY & GEIBEL, appear for the claimants and intervenors, William L. Sassaman and William H. Singleton.

The COMMISSIONER.—As I understand, this matter is referred to me as United States Commissioner to take the proofs and ascertain and report the facts as to the issues joined, if there are any issues joined, and as to the allegations contained in the libel of information.

Mr. LLOYD.—And affirmative matters in the answers.

The COMMISSIONER.—And affirmative matters in the answers. [76] It is stipulated that this is the order of reference; is that agreeable?

Mr. LLOYD.—Order of reference to take the proofs.

The COMMISSIONER.—To take the proofs and ascertain and report the facts?

Mr. LLOYD.—Yes.

Mr. HETTMAN.—I think there are certain depositions set up from Los Angeles to be opened at this time.

The COMMISSIONER.—Do you desire those depositions opened now?

Mr. LLOYD.—Yes, your Honor.

(The depositions are thereupon opened by the Commissioner.)

Mr. LLOYD.—The claimants and intervenors offer in evidence the depositions of the witnesses R. M.

Smith, William L. Sassaman and George E. Platt taken at Los Angeles, California, March 18th, 1914, before C. K. Schade, a Notary Public, and certified and returned with certain original exhibits, "A" and "B" attached.

The COMMISSIONER.—These depositions relate merely to the claimants, do they?

Mr. LLOYD.—These depositions prove two chattel mortgages and the nature of the claims for which they were given; the idea being to establish first of all as valid and subsisting recorded chattel mortgages, recorded with the Collector of Customs, and, secondly, to show their maritime nature and also the depositions show the good faith and innocence of the claimants with reference to the voyage resulting in the seizure; that is, as to whether the parties had any knowledge and so forth, and directly or indirectly participated in it.

Mr. HETTMAN.—I want to make a statement explaining what [77] we intend to show and what the statute provides. We have filed this libel of information under and by virtue of Section 10 of the Act of 1882 as amended by the Act of 1884 of the Treaty, Laws and Rules governing the admission of Chinese providing for the forfeiture and condemnation of the vessel. In our libel of information we have charged the violation of Sections 8, 9, 10 and 11. Section 8 provides a penalty for the failure to give a list of the Chinese passengers on board this vessel to any immigration official; and there was a violation of section 9 in that there was no examination what-

soever by any immigration official of the Chinese aliens on board touching their right or qualification to land.

Section 10 upon which we rely reads as follows:

“That every vessel whose master shall knowingly violate any of the provisions of this act shall be deemed forfeited to the United States, and shall be liable to seizure and condemnation in any district of the United States into which such vessel may enter or in which she may be found.”

Section 11 provides that any one who shall knowingly aid or abet the landing of any Chinese persons who are not entitled to land by law in the United States shall be guilty of a misdemeanor and liable for the penalty set forth in that section; and it is the contention of the Government that violation of Sections 8, 9 and 11 subject this gasoline launch to forfeiture and condemnation to the use of the United States.

Mr. LLOYD.—Would you like me to make my statement now briefly as to our position?

Mr. HETTMAN.—Yes.

Mr. LLOYD.—As to the facts which are if valid against claimants and in this examination I will use the word “claimants” meaning [78] also intervenors—the parties I represent are each claimants and intervenors, if valid against claimants we know nothing of and shall have as to that feature abide the proofs submitted by the Government except as to such as we may elicit upon cross-examination. In addition we affirmatively set up certain claims which we will contend would not in any event be reached

by the forfeiture in the nature of marine liens. In addition to that we set up a controlling ownership of the vessel without knowledge of any illegal use or voyage. In other words, that the vessel was stolen, and being a matter in which we participated in no way, and therefore as against us a forfeiture cannot be invoked. This will turn undoubtedly on the fact that these four sections each base their penalties on what the master of any vessel shall do in the premises.

Mr. PRESTON.—In other words, you contend the man who claims to be the master was not really the master, and that his action in the matter was unwarranted on one hand and the other as fraudulent.

Mr. LLOYD.—And void as against us.

Mr. PRESTON.—That will not dispense with our proof of what is necessary to be shown under the Statute.

The COMMISSIONER.—I will permit this to go in so that I may be advised of your contention.

Mr. PRESTON.—The chances are the real question will come upon your showing after we have made a *prima facie* showing.

[Testimony of Harry B. Blee, for the Government.]

HARRY B. BLEE, called for the United States. Sworn.

Mr. HETTMAN.—Q. Mr. Blee, you are connected with the Immigration service of the Southern District? A. Yes, sir.

Q. What is your official title?

A. Immigrant inspector. [79]

Q. In that capacity were you in any way watching the operations of the gasoline launch "Calypso"?

(Testimony of Harry B. Blee.)

A. Yes, sir.

Q. Will you relate at what dates you first began your observation of this "Calypso," and what you saw and took note of?

A. Well, I was called into Los Angeles and sent down to San Pedro on this particular detail in the latter part of December, 1913. We had information that the "Calypso" had made an attempt to buy a large quantity of oil from the Union Oil People in San Pedro and that they had failed to get credit, consequently that deal had fallen through, but the remark had been made that they would get the oil all right so we kept track of the boat, and found along about the second of January, as I remember it, 1914, she took something like 15 hundred gallons of distillate and a quantity of cylinder oil.

Q. At what place?

A. I believe they first started to get it from the Puente Oil Company first and then they got it from the Union Oil Company.

Q. At San Pedro?

A. Yes, sir, at San Pedro, and I was on the dock at the time she was putting this quantity of oil aboard, and was not known, and I made inquiry in a round about way as to what the oil was to be used for and learned the story was current among the oil dock employees,—that she was going out on a moving picture cruise and we watched the boat, and she finally left the San Pedro Harbor on the morning of the 3d of January of this year proceeding out to sea, and we watched her through glasses quite a

(Testimony of Harry B. Blee.)

while naturally presuming she had gone south to pick up Chinese. That was the last I saw of the boat at that time. I had information from Los Angeles after I had been detailed to come north that the boat had gone to Ensenada and had later returned to San Pedro and then returned again to Ensenada. [80]

Q. When was the next time you saw the boat?

A. The morning of the 17th of January, in Monterey Bay which time Inspector Chadney and myself boarded the boat.

Mr. PRESTON.—Q. January 17th, 1914?

A. Yes, sir.

Mr. HETTMAN.—Q. Relate what took place at that time. Did you see the boat late in the evening of January the 16th; that is, the night before?

A. No, sir, we were looking for her.

Q. Whereabouts were you looking for this boat?

A. We were out on Monterey Bay, Inspector Chadney and myself, in a boat we hired there for the occasion. We understood the "Calypso" was coming north with the Chinamen but owing to the severe storm that swept over the bay and owing to the fact we were almost swept ashore we were unable to hook up with the "Calypso" until the morning of the 17th, at which time we went aboard her in Monterey Bay and found Mr. Fox, Pettenger and Dave Main. We took them up town and they were held there in the Police station and Inspector Chadney and I later went back and searched the boat and found a number of Chinese articles aboard the boat. We found a map and we found some—

(Testimony of Harry B. Blee.)

Q. (Intg.) Before we take that matter up did you see any of the Chinese on the morning of the 17th? A. No, sir, I did not.

Q. Did you assist in apprehending any Chinese later?

A. Well, we made an investigation of the Chinese around Watsonville, but the party I was with did not apprehend any of these particular contrabrand Chinese although some were apprehended at San Jose, I believe, trying to get through on the train.

Q. Have you seen these Chinese or heard their statements, the Chinese people who were on board the ship?

A. I saw some of them over at Angel Island. [81]

Mr. PRESTON.—That is immaterial.

Mr. HETTMAN.—All we want now is as to what you saw on board and found on board the ship.

Mr. LLOYD.—I was wondering if he knew Chinese when he heard the Chinese himself?

A. You heard my name; I can pretty near give expert testimony on that.

Mr. HETTMAN.—Q. On your search of the ship did you find any license. I show you this license?

A. Yes, sir.

Q. Where was that?

A. It was in the pilot house.

Q. That bears the name of whom?

A. William L. Sassaman.

Q. And the date, June 8th, 1912? A. Yes, sir.

Mr. PRESTON.—Show it to the other counsel.

Mr. HETTMAN.—We offer that in evidence and

(Testimony of Harry B. Blee.)

ask that it be marked United States Exhibit "1."

(The paper is marked "United States Exhibit "1.")

Mr. HETTMAN.—That is a license of that date granting permission to Sassaman to serve as a master for a period of five years on vessels not more than 65 feet in length and so forth. It is simply a license.

Q. I will show you a steam license and ask you if you can identify that? A. Yes, sir.

Q. That was gotten where?

A. On the "Calypso" at the time we boarded her.

Mr. HETTMAN.—I submit that as Exhibit No. 2 and offer it in evidence.

(The paper is marked "United States Exhibit 2").

Mr. HETTMAN.—This framed license grants permission to Morris Pettenger to operate or navigate vessels not more than 65 feet in length for a period of five years and is dated the 23d day of May, 1913, and signed by James Guthrie, United States Local [82] Inspector of Hulls and Joseph P. Dolan, United States Local Inspector of Boilers.

Q. I will show you here an envelope with the enclosed documents and ask you if you can identify that? A. Yes, sir.

Q. Where was that found?

A. On board the "Calypso."

Q. Whereabouts?

A. If I am not mistaken it was in the pilot-house up over the wheel; I cannot recall the exact location of it, but it was aboard the boat.

(Testimony of Harry B. Blee.)

Mr. HETTMAN.—We offer that in evidence together with the endorsements on the back, both the envelope and document.

(The papers are marked “United States Exhibit 3”).

Mr. HETTMAN.—This is a permanent consolidated enrollment and license issued by the Department of Commerce and Labor, Bureau of Navigation, for the coasting trade, No. 18 of the gasoline screw steamer called the “Calypso” of Los Angeles, 33 gross, 22 net, issued at the Port of Los Angeles, California, May 22d, 1913.

The COMMISSIONER.—Confine the evidence here to the allegations of the information.

Mr. HETTMAN.—Q. I will ask you if you can identify anything in this envelope here that was on board the ship? A. Yes.

Q. Take it out so that we can see it?

A. It is quite a mess here.

The COMMISSIONER.—Q. What do you call it; what is it?

Mr. HETTMAN.—Q. Are those articles used by Chinese?

A. Yes, sir, they are common among Chinese; they all have them. This is some kind of a medicated pill, so I have been informed; I cannot say as to what its exact use is. [83]

Q. And there are Chinese papers there, are there?

A. Yes, sir.

The COMMISSIONER.—Q. There are papers there with Chinese characters on them?

(Testimony of Harry B. Blee.)

A. Yes, sir.

Mr. HETTMAN.—We offer the entire contents in evidence as Exhibit 4.

(The package is marked “United States Exhibit 4”).

Q. I show you further some letters and correspondence and ask you if you can identify those as things you found in the pilot-house?

A. Yes, sir, these were also in the pilot-house.

Mr. HETTMAN.—We offer these in evidence and ask they be marked Exhibit 5.

(The papers are marked “United States Exhibit 5”).

Q. And also a roll here, can you identify that?

A. That is a charted course presumably they came up on from Mexico to the California Coast, at least it shows a part of the Mexican Coast.

Q. That was found where?

A. In the pilot-house.

Mr. HETTMAN.—We offer this in evidence and ask it be marked Exhibit 6.

(The map is marked “United States Exhibit 6”).

Q. When you took these defendants into custody were any statements made to you by any one of them.

A. Not at that particular time, no, sir.

Q. You took into custody Fox, Pettenger and Main? A. Yes, sir.

Q. Were any statements made to you by Petten-ger?

A. No, sir not at the time they were taken into custody.

(Testimony of Harry B. Blee.)

Q. Later then?

A. Yes, sir, he made the simple statement that they had not been out of California waters. He made that statement in the Salinas County Jail. [84]

Mr. PRESTON.—Q. To you? A. Yes, sir.

Q. At the time that you saw them putting aboard this oil were any changes made in the hatchway of the vessel for the purpose of receiving that oil?

A. Yes, sir, they were cutting out the aft part of her cabin so they could get the oil down—they could not get the large drums of oil down, it was not big enough to get it in. They put sixteen 50 gallons of distillate aboard and some was put down in her cabin and some down through the forward hatch and some up in her bow and some on deck.

Q. Did you see anybody cutting it away?

A. Yes, sir, I saw some man working at it; I cannot say as to his exact name.

Q. Do you know any of them who were doing this work?

A. I cannot say who was exactly sawing and hammering, but Pettenger was around.

Q. Do you know Pettenger yourself?

A. Yes, sir.

Q. Morris Pettenger? A. Yes, sir.

Q. Do you know him now? A. Yes, sir.

Q. Do you know whether or not he was there at the time this was going on? Yes, sir.

Q. Do you know Fox? A. Yes, sir.

Q. Was he there?

A. I cannot say as to whether Mr. Fox was there

(Testimony of Harry B. Blee.)

or not there. I was not very close to the boat; I did not want to get very close to it.

Q. Do you know Sassaman?

A. If this is the man this is the first time I have ever seen him to know him (pointing).

Q. Did you see him around the boat?

A. No, sir, he was not there.

Q. For what period of time before this boat left the Harbor did you see them working on this hatchway? [85]

A. I think that was about three o'clock on the second of January and she left the morning of the third about 10 o'clock.

Q. And this was at San Pedro Harbor?

A. Yes, sir, and then after they got the oil aboard of her she went up towards Wilmington and lay there that night. I did not go up, another man followed her up there; I did not go up.

Q. Where is Wilmington?

A. Towards Long Beach.

Q. About what distance?

A. I do not know; it is about three or four miles, I guess.

Q. You know positively that this is the same launch that you saw leave on January 3d, do you?

A. Yes, sir.

Q. And you saw it come into the harbor at Monterey?

A. No, sir, I saw it after it was in the harbor.

Q. You saw it after it was in the Harbor of Monterey? A. Yes, sir.

(Testimony of Harry B. Blee.)

Q. That is in the Northern District of California?

A. Yes, sir.

Mr. PRESTON.—That is all.

Mr. LLOYD.—No questions.

**[Testimony of William H. Chadney, for the
Government.]**

WILLIAM H. CHADNEY, called for the United States. Sworn.

Mr. PRESTON.—Q. What is your given name?

A. William H. Chadney.

Q. What is your official position in the Government service, if any? A. Immigrant Inspector.

Q. How long have you been there?

A. Over six years.

Q. Where are you stationed principally?

A. Monterey.

Q. Is that in the Northern District of California?

A. Yes, sir.

Q. Do you know anything about this gasoline launch known as the “Calypso”?

A. Yes, sir. [86]

Q. When did you first see it?

A. On the morning of the 17th of January, 1914, in the Harbor of Monterey.

Q. Is that the first time you had ever seen it?

A. Yes, sir.

Q. You were expecting it in the harbor at that time?

A. I was on board another small launch waiting for the boat to come in.

Q. Where did you first see her?

(Testimony of William H. Chadney.)

A. Near Chinatown.

Q. Is Chinatown in Monterey?

A. There is a fishing section there run by Chinese called Macalbe Beach.

Q. That was on the morning of January 17th, 1914.

A. Yes, sir.

Q. Did you go aboard the vessel at that time?

A. Yes, sir.

Q. Who did you find aboard?

A. We found Main, Fox and Pettenger.

Q. Do you know Morris Pettenger. A. Yes, sir.

Q. David Main? A. Yes, sir.

Q. And what is Fox's first name?

A. Fred Fox, I believe.

Q. What were they doing?

A. They were down below at the time lying down.

Q. What hour of the day or night was it?

A. It was about between the hours of four and six o'clock in the morning.

Q. In the morning you say? A. Yes, sir.

Q. How long was that after you first sighted her?

A. Possibly 20 minutes or 30 minutes.

Q. And soon after sighting her you went aboard?

A. Yes, sir.

Q. Did you see any evidence of there having been other people aboard her?

A. Yes, sir, we searched the boat and we found some Chinese clothing.

Q. Did you find all these exhibits? A. Yes, sir.

Q. You identify all the exhibits introduced in evidence as having been found on the boat?

(Testimony of William H. Chadney.)

A. Yes, sir.

Q. You assisted in searching at the time they were found?

A. Yes, sir, we found clothing; we found quite a lot of Chinese [87] clothing that was too filthy to hold; I had to throw it overboard.

Q. What kind of clothing, undergarments or outer-garments?

A. Outer clothing; regular Chinese clothes. They smelt so I could not keep them; I kept them as long as I could.

Q. Is that all you know about the matter?

A. No, sir; when I came up to Angel Island I was present when Mr. Fox identified two of the Chinese as having come along with him on the launch "Calypso" from Mexico.

Q. That is one of the men who were found aboard the vessel?

A. Fred Fox was found aboard the vessel?

Q. Is that man here? A. Yes, sir.

Q. He identified two Chinese as having been on the boat with him?

A. Came up on the boat. He also identified the Chinese who used the skiff between the "Calypso" and the shore.

Q. What do you know about the skiff having been used between the "Calypso" and the shore?

A. The boat could not have made connection with the shore except by a skiff; the beach there is too rocky for a large boat to go in there.

Q. Did you see the skiff around there?

(Testimony of William H. Chadney.)

A. No, sir.

Q. What did you say the Chinese name was who used the skiff, if you know? A. He did not know.

Q. What has become of all the Chinese?

A. He is now out on \$1,000 bail, I believe.

Mr. PRESTON.—That is all.

The COMMISSIONER.—Q. With reference to these Chinese that you say were identified as having been aboard that vessel and the other that got away, what became of those Chinese?

A. To the best of our knowledge they are scattered; they were taken away in automobiles.

Q. You say two were identified.

A. Yes, sir. [88]

Q. Has there been an investigation?

A. Yes, sir.

Q. What does it show?

A. I would have to refer to the record; I did not make it myself.

Mr. LLOYD.—No questions.

Mr. HETTMAN.—We have one of the defendants here who will take the stand.

[Testimony of Fred Fox for the Government.]

FRED FOX, called for the United States. Sworn.

Mr. HETTMAN.—Q. Mr. Fox, you are one of the defendants in the case with David Main and Morris Pettenger?

A. I am not one of the defendants, I am one of the men who was on board the vessel; I don't know very much about the law.

(Testimony of Fred Fox.)

Q. Are you willing to make any statement here without any hope of award or without any promise of immunity whatsoever? A. I am.

Q. With the understanding we are not making any threats and without any hope of immunity whatsoever? A. Yes, sir.

The COMMISSIONER.—This is not a criminal proceeding.

Mr. HETTMAN.—I want him to understand.

Mr. PRESTON.—Q. You have no objection to making a statement?

A. No, sir, not in the least.

Q. You realize you do not have to unless you want to? A. I realize that.

Mr. HETTMAN.—Q. Mr. Fox, relate just what your operations were from the time you joined the "Calypso" in bringing up if at all any of the Chinese from Mexico to Monterey?

The COMMISSIONER.—Q. Tell the story in your own words?

A. Tell the story on that particular trip? [89]

Mr. HETTMAN.—Q. Yes?

A. As to dates I cannot remember the dates?

Q. Give them approximately. We do not want them specifically.

A. When I joined the "Calypso" for this trip I had made two or three trips on her before that; prior to this one, about a month Mr. Sassburg here came down and asked me who I was hired by and I says I was hired by his partner, Mr. Pettenger.

Q. That was about a month before?

A. Yes, sir, something like that; we were running

(Testimony of Fred Fox.)

out to a Chinese junk carrying passengers, and Mr. Sassburg he paid me off and took charge of the boat.

Q. You had been formerly employed by Pettenger?

A. Yes, sir.

Q. You understood Pettenger was the master?

Mr. LLOYD.—That is objected to—

The COMMISSIONER.—Yes. Let him tell his story.

Mr. HETTMAN.—Q. Tell your story.

A. Well, in two or three days, I don't just remember how long—I was working in Warner's Machine Shop on a little boat belonging to my brother, and Pettenger came over from Long Beach and came to me and wanted me to go out with a moving picture outfit. I told Pettenger I don't think Sassburg will like it, and I didn't want to have anything to do with Sassburg, and he says Sassburg has turned the boat over to me; he says, Sassburg has nothing to do with the running of the boat.

Mr. LLOYD.—Q. Do you mean Sassaman when you say Sassburg?

A. I mean this man here (pointing).

Mr. HETTMAN.—Q. It was simply the fact you were employed by Pettenger? A. Yes, sir.

Q. Tell about that.

A. We started in then to make this trip [90] with the moving picture people; so a little later he wanted me to go over and bring her down, he expected to get a crowd to go out with him on an excursion party, but they did not show *it*, it was a bad day or something and he told me about this Chinese man.

(Testimony of Fred Fox.)

Q. What was your capacity on the ship?

A. Engineer. He told me about this Chinese man. I acted as captain on the boat at times, and at times I acted as engineer; in small boats of that kind we take a turn wherever we happen to be needed; sometimes I was cook, deck hand or wherever I might be needed. He spoke to me about this man, and wanted to get a load right away, and told me the details, and wanted me to go with him. He told me there was a Chinese that he had already connected with or could connect with, or could get a load if he went right away and he wanted me to go with him. I told him I don't know nothing about it, I says, if you can see where it looks reasonable to get it through I will take a chance with you and see what we can do. Anyhow, we talked the thing over two or three times. The next thing I know my brother approached me about it and we all three talked it over together down at the slip at San Pedro. We talked the matter over, so then the next thing he told me was he was going to get some gasoline; he was going up to get some gasoline; the day he was going to get the gasoline I was fixing up the engine on my brother's boat; the result was, I think it was that day, he told me he could not get the oil, and he would have to see the Chinese again.

Mr. PRESTON.—Q. That is, Pettenger would?

A. Yes, sir; so then he said he was going to lay over another day and go and see Sassaman, his partner, and explain to him thoroughly what he was going to do; the trip he was going to make and so on.

(Testimony of Fred Fox.)

Q. About what date was that?

A. I could not tell you. I suppose [91] it was three days possibly before we left.

Q. Before you made the trip to Mexico?

A. Yes, sir, before we made the trip to Mexico.

Q. What was—

Mr. LLOYD.—(intg.) We move that everything he said he was going to say to Sassaman be stricken out as not proved whether it was made in his hearing, in his presence, or with his knowledge.

The COMMISSIONER.—We only want the facts.

Mr. HETTMAN.—Q. We would like to know what was said by Pettenger in the matter of the running of this ship; that is the particular point. We would like to know what Pettenger said to you in regard to his plans as to the management of the ship?

A. The day—I was going to say, when he came again he says, well, I have got everything fixed he says, I have seen him and he is thoroughly satisfied and will let us take a chance with the boat, he says, and I will put—

Mr. LLOYD.—We object to that absolutely as hearsay and incompetent irrelevant and immaterial to our clients.

Mr. PRESTON.—This is one of the owners of the boat.

The COMMISSIONER.—As against Pettenger. It looks to me as though it is material evidence. I will let it go in for what it is worth.

Mr. LLOYD.—We enter the objection to this as against Sassaman.

(Testimony of Fred Fox.)

Mr. HETTMAN.—Q. We wish to show who was manager of the boat. What was said?

A. He said he could not get the oil then, but he was going to get the money from the Chinaman; he said he would bring the Chinaman down aboard the boat and introduce the Chinaman to me in person and the Chinaman was to explain it all to us about it and at the same time he could get the money from the Chinaman. The Chinaman came down aboard the boat about two days or a day before [92] we got the oil.

Q. Where was this?

A. The boat was lying in the slip down at San Pedro. He came on board and we went down in the cabin and sat there and talked quite a while.

Q. What was the Chinaman's name?

A. Lee something; I would know it if I heard it, but I never heard it very many times and I do not remember his name very well. The Chinaman said yes, he would put up the money to buy the oil. I asked the Chinaman, I says, how much opium and how many people are we going to get if we make this trip. He says I will guarantee you 35. I looked right over and I said I think it is small to take such chances, if I go I want to go for everything in it, I said I would like to get a good load. He says, I cannot guarantee you over that; if we can get more we will take them; he says, I cannot guarantee you more than 30 or 35 people he said. In the meantime he gave Morris Pettenger the money and Morris Pettenger and myself went over to the Union Oil Company

(Testimony of Fred Fox.)

—what is that man's name, the big fellow who sells oil on the dock, Eugene. We went to Eugene first and Eugene himself was not there so Pettenger ordered the oil; we spoke about how much cylinder oil it would take and how much gasoline.

Mr. PRESTON.—Q. Who furnished you the money to get the oil with? A. I did not get the oil.

Q. Do you know how much money was furnished?

A. He furnished about, I think, \$120.

Q. How much did you pay for the oil, do you know about? A. I think about \$95.

Q. Did you see him pay for it?

A. I seen him pay; I did not see how much he paid.

Q. You saw the money passed?

A. Yes, sir. [93]

Q. How many days was this before you left?

A. The day we left port?

Q. Yes. A. The next day.

Q. Why didn't you go that day?

A. We had to cut in the hatchway to put the oil barrels down in the cabin. I had the saw and cut out the aft cabin myself and Morris Pettenger had the axe and he done the forward part of the cutting alone.

Q. Did you see Sassaman down there at any time after you engaged the last time? A. No, sir.

Q. Did you hear from him?

A. No more than what I told you.

Q. Nothing more than you heard from Pettenger?

A. Nothing more.

Q. You left this port when?

(Testimony of Fred Fox.)

A. We went up to Wilmington that night.

Q. What for?

A. He took the boat up there, he was going to get the ship's stores in Wilmington.

Q. Did you go up?

A. I did not go up there that night. I stayed in San Pedro that night and came up the next morning. He took the Chinaman on board that night.

Q. What Chinaman?

A. Lee. He told me the day before this, this Dave Main was sitting on the boat when this gentleman passed there, he told me what do you think about taking this Dave Main along with us.

Q. Dave Main did go? A. Yes, sir.

Q. Who else went? A. My brother Will Fox.

Q. Your name is Fred Fox? A. Yes, sir.

Q. Pettenger's name is Morris Pettenger?

A. Yes, sir.

Q. And Dave Main? A. Yes, sir.

Q. This Chinese Lee? A. Yes, sir.

Q. Anybody else? A. No, sir.

Q. What time did you leave Wilmington?

A. We must have left about 8:30. [94]

Q. In the morning? A. Yes, sir.

Q. Where is the first place you touched?

A. The first place we touched was, I should judge, about 12 or 15 miles this side of Ensenada, Mexico. It was so foggy we put to sea and lay off.

Q. Did you touch along the Mexican Coast first?

A. Yes, sir.

(Testimony of Fred Fox.)

Q. How long did you stay there before you landed?

A. We stayed three days at sea before we landed; we went in to land then and when we got in and landed—we found the place finally—Main was supposed to know the place to land—

Q. You were three days before you landed?

A. Yes, sir.

Q. And then you did land at this place 12 miles from Ensenada? A. About six miles.

Q. Did you get any Chinese?

A. Yes, sir, we got the Chinese at a little place called Sales Reyes; it is located this side of Ensenada.

Q. How many Chinese did you get? A. 16.

Q. Who went after them? Who put them on board? A. The Mexican man by the name of—

Q. (Intg.) Never mind if you can't recall it, I don't make any difference. Who was with you at the time they were put on board?

A. When they were put on board?

Q. Yes.

A. This Mexican and myself put the Chinese on board the boat.

Q. Where was your brother and Pettenger?

A. They were on board the boat. I would like to explain this.

Q. We don't want to hear all that. We want to show you brought illegal Chinaman in. That is all.

A. I helped put the Chinamen aboard the boat myself.

Q. You got 16 aboard?

(Testimony of Fred Fox.)

A. Yes, sir, 16 aboard and several cases of stuff. As far as seeing a can of opium I did not until I got to Monterey. I did see cans supposed to be opium in there. [95]

Q. You put some other stuff aboard with the 16 Chinese? A. Yes, sir.

Q. How many days had you been away from Wilmington before you got the Chinese, about how many days?

A. It must have been 8 days later the day we landed in Mexico; something like that.

Q. About 8 days? A. Yes, sir.

Q. What did you do with the Chinese after you got them?

A. We took them up to Port San Luis and lay there one night.

Q. Where is that?

A. It is about 40 miles this side of Conception.

Q. Where is Conception?

A. Point Conception is about 190 miles this side of San Pedro.

The COMMISSIONER.—Q. On the California coast? A. Yes, sir.

Mr. PRESTON.—Q. Port San Luis is where you first stopped? A. Yes, sir.

Q. Did you land any Chinese there?

A. No, sir.

Q. How long did you stay there before you went away?

A. We might have got there about seven or half past seven in the evening and left about four o'clock

(Testimony of Fred Fox.)

or half past four the next morning.

Q. How long were you out before you touched again? A. At about seven o'clock the next night.

Q. Where did you touch next?

A. The Standard Oil Company's dock at Monterey; we came up close to the dock and landed the Chinese.

Q. How did you land them? A. In a small boat.

Q. Whose boat?

A. I don't know the man's name who owned her.

Q. How many did you land; how many Chinese did you land? A. Sixteen.

Q. Did they or not include the Lee?

A. Without him. [96]

Q. Any Immigration inspector there?

A. No, sir.

Q. You were trying to avoid it?

A. Yes, sir, we were trying to avoid them; we came into Monterey just a little before dark.

Q. Were any of these Chinese inspected, examined or admitted by an Immigration official or inspector at all? A. No, sir.

Q. Any inspection made at all? A. No, sir.

Q. At no time was there an Immigration inspector aboard your vessel? A. No, sir there was nobody.

Q. You did not furnish a list of names to anybody?

A. No, sir.

Q. Did you have a manifest?

A. No, sir, we had no manifest that I know of.

Q. Where did you keep these Chinese?

A. Down in the cabin.

(Testimony of Fred Fox.)

Q. When you landed these Chinese did you land this other stuff you were talking about?

A. Yes, sir; then the box broke open and we put it in two sacks and the first boat that went ashore took one sack and the next time it went ashore it took the other sack; that was supposed to be opium.

Q. Did you see the cans? A. Yes, sir.

Q. Did it look like opium?

A. I never saw opium before; they told me it was opium; I did not cut them open; outside of that it was supposed to be opium.

Q. Who was the master of the vessel?

Mr. LLOYD.—We object to that.

Mr. PRESTON.—Q. Who was acting as master of the vessel?

A. Captain Pettenger and my brother and at times myself. Captain Pettenger was the man who bossed the boat, ran her and had charge of her.

Q. You saw this stuff introduced in evidence?

A. Yes, sir.

Q. Did you see that stuff aboard the vessel?

A. Yes, sir. [97]

Q. This stuff looks like Chinese?

A. That I did not see myself; the only stuff was the license and chart stuff like that I saw it.

Q. Who was on board the vessel at the time you were arrested?

A. Myself, Dave Main, Morris Pettenger and I think we were all asleep when the two gentlemen came aboard the boat.

Q. How long had it been since the Chinese were

(Testimony of Fred Fox.)

taken ashore at the time you were arrested?

A. I suppose five minutes.

Q. You landed them in the night? A. Yes, sir.

Q. What became of the Chinese after they were landed you do not know? A. I do not know.

Q. Have you seen any of these Chinese since you were arrested?

A. I have seen two and possibly three. Dave Main claims to have recognized—

Q. (Intg.) I did not ask you what Dave Main claims; did you see any?

A. I have seen three counting the fisherman that brought the boat out; I have seen three.

Q. Are you positive those three were on the boat?

A. Those Chinamen I have positively seen.

Q. Two of them as passengers and one brought the boat? A. Yes, sir.

Q. And you identified them at Angel Island?

A. Yes, sir.

Q. Are they now over there?

A. They are at Angel Island.

Q. You did not make any report of this bunch of Chinese you had aboard to anybody? A. No, sir.

Q. Did Pettenger or your brother or anybody make a report to the officers of the United States?

A. I think not, not to my knowledge.

Q. You knew these were Chinese who had no right to come into the United States? A. I did. [98]

Q. Did you talk it over with Pettenger?

A. Yes, sir.

Q. And with Fox? A. Yes, sir.

(Testimony of Fred Fox.)

Q. And you all knew you were trying to get Chinese into here in violation of law? A. Yes, sir.

Q. You expected to be paid for it? A. I did.

Q. How much did you expect to get out of it?

A. We expected to have \$3,400 out of the trip.

Q. How did you value your services, so much a head for the Chinese? A. So much a head.

Q. How much a head were you to get?

A. The way we were first supposed to get it was not so—we did not get so many Chinese so consequently we took \$3,400 for the bunch.

Q. Did you get \$3,400? A. No, sir.

Q. How much did you get?

A. I did not get nothing.

Q. Did anybody?

A. I don't know; I don't think they did.

Q. Who was to pay the money?

A. This Chinaman Lee; whether he paid my brother or not, I do not know; I have never seen him since.

Q. Where is your brother? A. I don't know.

The COMMISSIONER.—Q. Did he get away?

A. Yes, sir. He went up with the Chinese and he never came back.

Mr. PRESTON.—Q. Did you ever talk to Lee about paying you? A. Since then?

Q. Yes.

A. I have never seen him; I would like first rate to see him.

Q. Did Pettenger in your presence receive any money? A. No, sir.

(Testimony of Fred Fox.)

Q. Did you see anybody receive money?

A. Outside of Pettenger receiving some money in the cabin of the boat and I received some, \$30 in Mexican money.

Q. Who gave you that in Mexican money?

A. The Chinaman did.

Q. The Chinaman Lee? A. Yes, sir. [99]

Q. This money paid to Pettenger in the cabin, what was that for?

A. American gold to buy the oil.

Q. You do not know how much it was?

A. I seen him hand Pettenger the money.

Q. Did you hear him talk about what to do with it?

A. Yes, sir, it was to get the oil; Pettenger thought he could get the oil on credit; he could not do it.

Q. What does this Chinaman, Lee do?

A. He told me he had a ranch up near Watsonville or Monterey.

Q. Did he tell you what to do with the Chinese?

A. Bring them up to the ranch; we could not make any other landing, it was too rough, so we put into Monterey.

Q. How were you to divide the money?

A. We were to divide it equally outside of Dave Main, he was paid a salary.

Q. How much did you pay him?

A. On that trip coming up it turned out he was sea sick and a pretty poor helper; I was for my part pretty well disgusted with him.

Q. Did you pay him anything?

(Testimony of Fred Fox.)

A. I do not know if he got a cent.

Q. How much were you to get for the opium?

A. \$3,400, for the lay out.

Q. Who agreed on the \$3,400?

A. I think Pettenger and Fox agreed on the \$3,400.

Q. Suppose you had not landed, what was the agreement?

A. I don't know. Pettenger and him were together a great deal of the time and done their business together, and my brother and Pettenger stood much better together than me, because I got pretty sore at my brother and Pettenger for the treatment I got in Mexico.

Q. Did you ever see Sassaman in this boat?

A. I did.

Q. When was the last time you ever saw him?

A. I am not good at dates; the last time I seen Sassaman he and me [100] had a jangling with each other running out to the Chinese junk.

Q. You were fussing?

A. Yes, sir, he paid me off and fired me ashore.

Q. How long before you left on this trip?

A. A month or six weeks.

Q. Do you know anything about the landing—

The COMMISSIONER (Intg.) Q. Was Petten-
ger aboard when this happened? A. Yes, sir.

Mr. PRESTON.—Q. When you had the contro-
versy with Sassaman? A. Yes, sir.

Q. What capacity was he working at that time?

A. At that time he was engineer; we had two cap-
tains in the pilot-house and we could not agree.

(Testimony of Fred Fox.)

Q. Who were the two captains?

A. I was acting captain and he was trying to act as captain, so he paid *he* off and put me ashore and he acted as captain.

Q. Did you ever know of any change being made in the mastership of this vessel?

A. I did not. He told *he* he had full charge of the management of the vessel; that is all I know about it.

Q. Do you know a man named Dickason or Dickerson; Oren H. Dickason? A. I do not.

Q. Do you know a man named Castle?

A. I do.

Q. What was he?

A. He was captain of the boat for two or three days only.

Q. What became of him?

A. He has gone to Great Falls, Montana.

Q. Do you know who procured him to become captain of this boat? A. I could not say as to that.

Q. He was only there for a few days?

A. I think so.

Q. Do you know who owns this boat?

A. So far as I know Pettenger and this man Sassaman seemed to be the owners as far as I ever [101] heard of.

Q. You were not present when Pettenger signed up to become master of this boat?

A. No, sir. He showed me the papers that he had signed on as master of the boat.

Q. Is that the paper? (Handing.)

(Testimony of Fred Fox.)

A. Yes, sir.

Mr. HETTMAN.—Q. Did he say anything further at that time?

A. He said he had arranged with this gentleman here to handle and manage the boat.

Q. Was his action an entire sanction in every way?

A. Yes, sir. I told him about going to work down there, if I would go on he would keep me off as before. He says then, "I am in charge of the boat; it will be all right." We made a trip and went out with the moving picture people.

Q. As I understood, neither you nor any of the other men in the boat furnished to the Government any kind of passenger list?

A. Not to my knowledge.

Q. Could they have done so? A. No, sir.

Q. You did not prepare a list? A. No, sir.

Q. Did anybody know the names of the Chinese?

A. No, sir.

Q. Did you know? A. No, sir.

Q. Was any list prepared? A. No, sir.

Q. Any paper or other written document prepared with reference to the Chinese?

A. No, sir, I do not think so.

Q. Why did you not tell the immigration inspectors when they came aboard and arrested you about the Chinese?

A. They came on board and wanted to know where the Chinese was and we just laughed at them; and we would not tell them nothing; we joshed back and forth and they wanted to know where the opium

(Testimony of Fred Fox.)

and Chinese was and we would not say.

Q. Did you deny there was any Chinese at first?

A. Yes, sir. [102]

Q. In the presence of Pettenger?

A. Yes, sir, we denied ever having anything to do or anything of the kind.

Q. How many times had you been out as master with Pettenger before? A. I was not master.

Q. When he was master and had this license paper here?

A. Possibly twice or three times after he had become master of her. I made a trip to San Diego with him.

Q. You say you made two or three trips when he was master of the vessel? A. Yes, sir.

Q. He had this same paper that he has now?

A. Yes, sir.

Q. Did anybody make any question as to whether or not he was master?

A. No, sir. He took the boat and went down to San Diego. I do not remember how long he stayed, about a week, with a fellow named Garibaldi, and they went after a load at that time but did not get it, and Pettenger brought the boat back.

Q. Did Sassaman or anybody else ever make any objection to Pettenger running the boat in your presence? A. He never did.

Cross-examination.

Mr. LLOYD,—Q. You said that Sassaman came down when you were on the boat there and fired you off and you were jangling about it?

(Testimony of Fred Fox.)

A. He paid me off the middle of the day; he paid me for one-half day's work.

Q. And Pettenger was there? A. Yes, sir.

Q. In other words, he exercised the authority of owner over the boat? A. At that time?

Q. Yes. A. Yes, sir.

Q. You knew that the ship's papers showed Sassaman owned $\frac{5}{6}$ ths and Pettenger owned $\frac{1}{6}$ th?

A. I heard that.

Q. You always understood Mr. Sassaman owned $\frac{5}{6}$ ths? A. Yes, sir. [103]

Q. What time was this trip down to San Diego that you spoke of?

A. I don't remember, but I can look it up and find out.

Mr. PRESTON.—Q. At what time?

A. It must have been just before Xmas; we went down there sometime like that, just before Xmas, because I think she came back on Xmas day.

Mr. LLOYD.—Q. Didn't she get back the day before Xmas and go to Long Beach Harbor and tie up?

A. That is what I say, Xmas day or the day before.

Mr. HETTMAN.—Q. What trip?

A. This is the trip she went down there, my brother Pettenger and Garibaldi.

Q. Where did you take her to that time?

A. I was not with him. They went down there and could not find a landing or make connections. I do not know, they told me they could not make no connections.

(Testimony of Fred Fox.)

Mr. LLOYD.—Q. The boat at that time came back and was tied up in Long Beach Harbor?

A. The boat came back from the trip down to San Diego and my brother and Garibaldi got off at San Pedro and me and Pettenger took her over to Long Beach.

Q. That was just before Xmas?

A. I think it was.

Q. Is not that the last time you know of Pettenger taking the boat out until this trip to Ensenada?

A. No, sir, it is not. We made a trip over to San Pedro. We went over and got her and brought her over to San Pedro expecting to take an excursion party out and it rained; they did not show up.

Q. Where were you going?

A. Over to the island from San Pedro. They did not show up, and I helped take the boat back again.

Q. You simply helped take the boat back again?

A. Yes, sir.

Q. Sassaman was not there? A. No, sir.

Q. Don't you know that Pettenger told you that Sassaman was consenting to this so that you would not have other trouble with him [104] as owner?

A. That I could not say. I told him I did not want to have anything more to do with working on the boat; I did not want to get into any trouble with him; we had our words and there was no use having any more. He told me he had arranged everything, I am captain of the boat; he has nothing further to do with it at all outside of he is my partner. Then he also told me before going to Mexico, I am going

(Testimony of Fred Fox.)

to go and see if he is satisfied with the deal.

Q. Don't you know as a matter of fact, he did not leave there just before that trip?

A. I don't know that.

Q. Weren't you there?

A. I was right there in San Pedro; so far as knowing where Pettenger was, I don't know. The day before we took oil Pettinger was gone all day some place; where he was, I don't know. He told me he went to Los Angeles and saw his partner there, I don't know where he was. I was not with him.

Q. You did not see him go either way?

A. I don't know where he went; I know he was gone.

Mr. LLOYD.—That is all.

Mr. PRESTON.—Is it stipulated this vessel has been seized and is in the custody of the United States Government?

Mr. LLOYD.—An attempt at seizure and is in the custody of the marshal.

The COMMISSIONER.—Under process of this court.

Mr. PRESTON.—You do admit she has been libeled and is now in possession of the United States Marshal and under this proceeding.

Mr. LLOYD.—That is admitted in our answer, yes.

Mr. PRESTON.—We rest. [105]

[Testimony of William L. Sassaman for Claimants.]

WILLIAM L. SASSAMAN, called on behalf of the claimants, sworn.

Mr. LLOYD.—Q. I show you a writing dated the

(Testimony of William L. Sassaman.)

23d of December, 1913, signed William L. Sassaman and Morris Pettenger and witnessed by Louise E. Grimand—

A. Louise E. Grimaud is the stenographer.

Q. (Contg.) —reading as follows:

“This Amendment made this twenty-third day of December, 1913, in consideration that Wm. H. Singleton agrees to pay promissory notes to the amount of \$3400.00 which amount clears the indebtedness of the ‘Calypso.’ I, Wm. L. Sassaman, and I, Morris Pettenger, agrees to give said Wm. H. Singleton a mortgage on the ‘Calypso’ for the amount of \$3400.00 with interest at 8%, and deliver to Wm. H. Singleton the insurance policy which amounts to \$5,000.00, and further, that I, Morris Pettenger agrees to make no contracts or take the ‘Calypso’ out on any trips without a permit from Wm. L. Sassaman, also that I, Morris Pettenger agrees to borrow no money or give any personal note at any time on the ‘Calypso.’ It is also agreed that I, Morris Pettenger, shall not employ a crew without a permit from Wm. L. Sassaman, and under no circumstances shall the ship’s papers be transferred to anyone except by Wm. L. Sassaman.”

Q. Is that your signature? A. Yes, sir.

Q. Do you know Morris Pettenger’s signature?

A. Yes, sir.

Q. Is that his signature?

A. He signed that.

Q. Did you see him sign it?

A. Yes, sir, he signed that before a witness.

(Testimony of William L. Sassaman.)

Q. What were the circumstances under which you signed that?

A. That was the agreement that we had when Mr. Singleton agreed to pay off the indebtedness of the "Calypso." [106]

Q. What condition was the boat in at that time with reference to operating her?

Mr. PRESTON.—We don't object to this testimony being heard, but we want it understood that we are objecting to it and we would like to have the record show we object to this testimony on the ground it is incompetent, irrelevant and immaterial and upon the further ground that this is a proceeding *in rem* known as a condemnation proceeding wherein the claim of an innocent mortgagee is of no avail, and we make the further objection that all this testimony is incompetent, irrelevant and immaterial, and being a condemnation proceeding it matters not whether the parties were innocent or not innocent as long as this boat was used by the master for violating the immigration law of the United States.

The COMMISSIONER.—Of course, my conclusions on the facts I find I suppose that it would be proper for me to rule on this.

Mr. PRESTON.—You can reserve your ruling until you get ready.

The COMMISSIONER.—The only question about this is there has been some little informality with reference to the reference in this matter, and as I stated at the opening I understood the cause was referred to me to take the proofs and ascertain and

(Testimony of William L. Sassaman.)

report the facts as to the issues joined and as to the allegations in the libel of information.

Mr. PRESTON.—We are perfectly willing to have the evidence admitted and make your findings under the power the Court has given you under your reference.

The COMMISSIONER.—I will let the matter go in for what it is worth.

Mr. LLOYD.—We, of course, are directing this proof to the issues raised by our answers.

The COMMISSIONER.—I understand. [107]

Mr. LLOYD.—Q. State why you were tying up the boat at that time?

A. I was not tying it up, but my creditors were.

Q. Why was this agreement signed, in order that you might get the money from Mr. Singleton?

A. This agreement was signed because I paid off personal notes of Morris Pettenger, and then he hired men I did not want on the "Calypso." I told him he had no right to hire men and we had to have an agreement that he could not hire men.

Q. You put it in writing in this form?

A. Yes, sir.

Q. Have you ever changed the form of that?

A. No, sir.

Q. You heard the testimony of Fox?

A. Yes, sir.

Q. Did Pettenger come up and ask you about this trip, going to get Chinese; did he ask your consent?

A. No, sir, he did not.

Q. Did he speak to you about it?

(Testimony of William L. Sassaman.)

A. He did not.

Q. This is the Articles of Agreement originally signed August 10th, 1912, also having the signature of William L. Sassaman and Morris Pettenger and witnessed by Louise Grimaud, and in the original agreement they specified that Morris Pettenger was to pay one-third for the construction of the vessel and by paying \$1,666.67 more would own a one-half interest. Was that later superseded?

A. That was a form that Pettenger and I agreed on. He said he would put up so much money and I paid for this. When it came down to the time Pettenger could not put that amount of money up. I had to pay for all of the other and I owned $\frac{5}{6}$ ths and Pettenger owned an interest of $\frac{1}{6}$ th.

Q. These papers you have referred to—

The COMMISSIONER.—Do you want to vary the terms of these agreements?

Mr. LLOYD.—I want to show what he stood on.

The COMMISSIONER.—They are not in evidence. [108]

Mr. LLOYD.—I will put them in evidence.

Q. Exhibit 3, Consolidated certificate of enrollment and license shows that on May 22d, 1913, you owned $\frac{5}{6}$ ths and Pettenger owned $\frac{1}{6}$ th?

A. Yes, sir.

Q. Has Pettenger acquired any greater interest since that time? A. No, sir.

Q. Has your interest been diminished?

A. No, sir.

Q. On the same Exhibit 3 there is a transfer, No-

(Testimony of William L. Sassaman.)

vember 24th, 1913, at Port Los Angeles, California, reading:

“Morris Pettenger having taken the oath required by law; is at present master of the within named vessel, in lieu of James K. Castle, late master. A. J. Stoecklin, Deputy Collector of Customs.” Did you consent to that transfer?

A. The deputy collector did it, I was not present.

Q. When did you first learn of it?

A. March 7th, 1914.

Q. How?

A. I went to Mr. Mahar who is the head man of the records and he said to go to San Pedro and ask Mr. Stoecklin because the transfer was made there. Mr. Stoecklin said that Pettenger had come to him and had it transferred, that he was managing owner.

Q. Then what did you say?

Mr. PRESTON.—Objected to as incompetent, irrelevant and immaterial what he said.

Mr. LLOYD.—This is the first discovery.

Mr. PRESTON.—Who did he say it to; it is not admissible in evidence.

Mr. LLOYD.—The answer was in; this has come to our knowledge since the answer was in.

Q. What did you say to the collector when you learned that? [109]

A. He told me he had just supposed without looking up the records that Pettenger had a right to do this; he had the ship's papers and transferred it to Pettenger.

Mr. PRESTON.—We move to strike that last part

(Testimony of William L. Sassaman.)

of the answer out, what the deputy collector told him has nothing to do with the case.

Mr. LLOYD.—Q. What did you say to the deputy collector?

A. I said he should not have done that. He says if I asked him any questions right there I would get licked. That is what he told me.

The COMMISSIONER.—That is not evidence. If you want to prove those facts you would have to have the parties here.

Mr. LLOYD.—We have here a stipulation to take the evidence of Mr. Stoecklin and we shall ask at the close of the evidence here today that the case be left open to that extent.

The COMMISSIONER.—Of course, you can prove those facts by a witness who knows something about it. Proceed.

Mr. LLOYD.—Q. This transfer was dated November 24th, 1913, and on the 23d day of December, 1913, was this paper signed? A. Yes, sir.

Q. At that time did you know that the ship's papers had already been transferred to Pettenger?

A. No, sir, I did not.

Q. Tell us of the plan regarding the tying up of the boat at Long Beach and leaving her there. Why was she not running?

A. My creditors would not let the boat go out until I had paid up. That was the reason she was tied up.

Q. When was the boat first tied up at Long Beach?

A. When the season closed at Catalina.

Q. You heard Mr. Fox testify he got back to the

(Testimony of William L. Sassaman.)

boat before Xmas. Do you remember the circumstances of their going to San Pedro?

A. Pettenger? [110]

Q. Yes?

A. I do very distinctly. At that time Mr. Singleton whom I went to see lived in the Coast Range Mountains about 75 miles from Los Angeles, and he said he would take up that interest in the "Calypso" and we would have a creditors' meeting on the 23d of December when those papers were made up and Pettenger said he would come up to Los Angeles and be present and the creditors were present. We had the meeting and Pettenger did not show up. On the 26th, the day after he came to Los Angeles and I asked him why he did not show up at the meeting. I told him I had to stand there and straighten it with all of the creditors when he had personal notes I had to stand for. He said he had been to San Diego and I says what for. He says I thought I might get a job down there I heard of. He says, it rained on Xmas and they would not go out. I says what right did you have to take the boat out and he said he had no right, he just got an order and thought he would go; he had no time to come to see me.

Q. Did you consent to his going to San Diego on that trip? A. I never saw him.

Q. After the boat was tied up at San Pedro after that meeting with the creditors did you at any time consent to his taking the boat out? A. No, sir.

Mr. LLOYD.—We offer in evidence the Articles

(Testimony of William L. Sassaman.)

of Agreement and the amendment thereto as Claimants Exhibit "A."

Mr. PRESTON.—Objected to on the ground already stated, to wit, it is not germane to the issues in the case.

(The papers are marked "Claimants Exhibit A.>").

Mr. LLOYD.—Q. Did you at any time consent that Morris Pettenger be made the master of the "Calypso"?

A. No, sir, I did not consent to Morris Pettenger, because Pettenger never knew anything or never went to sea; he was merely a gasoline engineer; he will testify to that himself. [111]

Q. During the month of January, 1914, was Morris Pettenger master of this vessel?

Mr. PRESTON.—Objected to on the ground the record is the best evidence.

A. No, sir.

Mr. LLOYD.—Q. Did you during January, 1914, or prior thereto consent that either Pettenger or Fox, who testified here, or his brother or Main could have charge of said vessel or make any trip with it?

A. No, sir, I did not know them, although I knew Mr. Fox, having put him off the boat.

Q. How many of those parties did you know?

A. Mr. Fox.

Q. And Mr. Pettenger? A. Yes, sir.

Q. Did you consent that either of them should take a trip in that boat in January, 1914? A. No, sir.

Q. Did you know anything of the trip they took until the seizure of the vessel? A. Yes, sir.

(Testimony of William L. Sassaman.)

Q. What?

A. I went to Long Beach to take down a can of brass polish and the boat was gone and I got word the inspectors were laying for the "Calypso."

Q. What were you taking the brass polish down there for?

A. Pettenger ordered it. I thought he was waiting for it and took it down.

Q. What was that used for?

A. It is used on ships for brass polishing.

Q. Keep it in condition? A. Yes, sir.

Q. At the time he ordered it, did Pettenger say anything about getting back? A. Yes, sir.

Q. Were you surprised when the boat was gone?

A. I must have been.

Q. Answer the question yes, or no. A. Yes, sir.

Q. What did you do then?

A. I went down three days afterwards [112] and I noticed men down there and they told me inspectors were after the boat and I said I did not believe it could be true. I believe they said it was all around that Pettenger was out to do crooked work, by men very well known and also seafaring men at Long Beach.

Q. When did you next see the boat or Pettenger after that?

A. I saw the boat when I first came in San Francisco, on Wednesday morning.

Q. When did you first see Pettenger after that?

A. Pettenger, I understand, was admitted to bail about a month after he had been arrested and when

(Testimony of William L. Sassaman.)

I found out he had been out of jail for a week I went to see him because he never showed up. I could not find him, and I left word with his father and mother at Long Beach for him to come and see me and he did; the date I cannot say.

Q. What did you say to him when you first saw him?

A. I told him I wanted the story what he did.

Q. Did he say anything about having gotten your consent?

Mr. PRESTON.—Objected to as incompetent, irrelevant and immaterial and hearsay and as self-serving.

Mr. LLOYD.—Q. State whether or not you repudiated his act when you saw him.

Mr. PRESTON.—Objected to for the same reason.

A. I did.

Mr. LLOYD.—Q. What did you say to him in regard to taking the vessel?

A. I merely stated if he understood the seriousness of what he was charged with; that he ruined me entirely and Mr. Singleton who had befriended us, paid up our debts.

Q. State whether or not the vessel was stolen from you when it was taken on this trip. [113]

Mr. PRESTON.—Objected to for the same reason.

A. It was stolen.

The COMMISSIONER.—That is merely his conclusion. The facts are only what we can determine; the finding will be made on the facts and not the conclusions.

(Testimony of William L. Sassaman.)

Mr. LLOYD.—Q. What was the fact with reference to your orders about the vessel which would show whether or not it was taken from you by your consent, or was stolen?

A. On the ship's papers I was managing owner.

Q. As managing owner, what were your orders with reference to the vessel?

A. I was making contracts in Los Angeles; I ran the work we did and all the work.

Q. What did you order about the vessel with reference to staying at Long Beach?

A. She was to stay at Long Beach tied up unless I came down and took her out.

Q. You ordered her there at Long Beach?

A. Yes, sir.

Q. Whom did you give that order to?

A. Pettenger.

Q. Did you ever countermand that? A. No, sir.

Q. Is that the same order that is contemplated by this writing Exhibit A? A. Yes, sir; it is.

Q. Did you ever change these agreements here?

A. No, sir.

Q. That he was to be bound by?

A. No, sir; there was no other agreement.

Q. Did you ever consent after December 23d, 1913, that Pettenger could make any contracts regarding the "Calypso"? A. No, sir.

Q. Or that he could make a contract?

A. No, sir.

Q. Or that he could get any credit on the "Calypso"? A. No, sir.

(Testimony of William L. Sassaman.)

Q. Or that he could employ a crew? A. No, sir.

Q. Or that he could transfer the ship's papers?

A. No, sir; [114] they should not be accepted from him.

Q. I believe you testified the time this agreement was signed you did not know the ship's papers had been transferred. A. I did not know.

Q. Yes. A. No, sir.

Q. Mr. Singleton has put up \$3,400, for the benefit of the boat? A. Yes, sir.

Q. What did he put it up with?

A. Paid notes; promissory notes that are paid.

Q. And those in turn to pay advances, supplies and repair claims against the boat?

A. Yes, sir; all claims against the boat.

Q. What were the claims generally?

A. Material.

Q. Repairs to the boat? A. Yes, sir, material.

Q. For part of the boat?

A. They went right into the boat; ship chandlery stores, material.

Q. Any of the money for anything else?

A. No, sir.

Cross-examination.

Mr. PRESTON.—Q. Mr. Sassaman, how old are you? A. 34.

Q. What is your business? A. Captain.

Q. What other business have you?

A. I have not any other business; I am working just now for a living.

Q. What work are you doing?

(Testimony of William L. Sassaman.)

A. Driving a milk wagon.

Q. How long have you been in that business?

A. I have been doing that on and off most of the time for six years.

Q. What were you doing in the month of December, 1913? A. Driving a milk wagon.

Q. What were you doing in November?

A. Driving a milk wagon.

Q. October? A. Driving a milk wagon.

Q. In January, 1914?

A. The same work. [115]

Q. How long have you been doing that same work?

A. Seven years.

Q. What do you say you are a captain for?

A. I do this work at night; part of the night only.

Q. What do you mean at night?

A. From two to six or seven.

Q. What? A. Taking milk.

Q. From two to six in the morning?

A. Yes, sir; four or five hours.

Q. What do you do then?

A. Go and take the boat out.

Q. This man Singleton, who is he, the man you are working for? A. No, sir.

Q. Is he connected with the business you are working for? A. I used to work for him.

Q. What is his business? A. Rancher.

Mr. PRESTON.—Who else do you represent, Mr. Lloyd.

Mr. LLOYD.—The creamery company he works for lending money on the mortgage.

(Testimony of William L. Sassaman.)

Mr. PRESTON.—Q. This \$3,400, is it on this boat?

A. The mortgage and Mr. Singleton's claim.

Q. \$3,400 of Singleton's, and how much is the mortgage?

A. I think there is a mortgage for \$425.

Q. How much, all told, over \$4,000?

A. Yes, sir.

Q. Is Pettenger equally liable with you on all this obligation? A. He is on that.

Q. He signed all the notes and mortgages?

A. He had to.

Q. He signed this agreement you made there with regard to Singleton? A. Yes, sir.

Q. And you are doing work for a creamery company now? A. I had been, yes.

Q. This indebtedness is represented by the joint obligation of you and Pettenger?

A. Yes, sir. [116]

Q. How much of it was the agreement between you that Pettenger should pay?

A. We would pay this money as we got it.

Q. Out of the earning of the boat?

A. Yes, sir; and I was paying whatever I could.

Q. What was the understanding; you claimed 5/6ths?

A. I handled the money and I paid off whatever money I got. I paid this off as I got the money in. Pettenger got no money except what he needed to live on.

Q. For running the boat? A. Engineer.

Q. As the proceeds would come in they were to go to discharge these obligations? A. Yes, sir.

(Testimony of William L. Sassaman.)

Q. When the obligations were paid, what would be the ownership; what proportion of ownership?

A. He would get his proportion.

Q. How much? A. Whatever we made.

Q. Suppose that indebtedness has been paid for by the earnings of the boat, what would have been the interest of Pettenger in the boat?

A. The same interest.

Q. Equal interest with you?

A. Not unless he paid the back money, that would equalize the partnership.

Q. You mean you got 5/6ths and he got 1/6th?

A. If he worked with me I would give him one-half.

Q. He was to have one-half after it was paid up?

A. Yes, sir.

Q. He was to give his time for his actual running expenses? A. Yes, sir.

Q. And after the thing was all paid up half the proceeds would be his and half would be yours?

A. Yes, sir.

Q. In the original investment, how much did you originally put in this boat yourself besides this indebtedness? A. About \$5,000.

Q. Besides this? A. Yes, sir. [117]

Q. How much did he put in?

A. I do not know the amount, he had about 1/6 of that, we figured it out.

Q. If you put in \$5,000, he has put in about \$1,000?

A. Not that much.

Q. If 5/6ths represents \$5,000, 6/6ths would

(Testimony of William L. Sassaman.)

represent \$6,000, and he would have in \$1,000 and you \$5,000?

A. It was figured out when the agreement was made.

Q. How much did he put in? A. About \$500.

Q. He still owns the interest?

A. He was supposed to relinquish it until Singleton was paid.

Q. This agreement represents the only thing in relation to it, does it not? A. Yes, sir.

Q. Mr. Singleton was to have security for the claim? A. Yes, sir.

Q. You do not mean to say he still has his 1/6th interest? A. No, sir.

Q. And you still own your 5/6ths?

A. That was the agreement as soon as the proceeds had been paid.

Q. Where did you get the idea in your mind that the part owner in the vessel had not a right to apply for a change of master?

A. Anybody might have a tenth or one-sixteenth, and they would not have anything to do with the running of it.

Q. I want to know what your idea is because you have five-sixths and he owns one-sixth, why he has not the right to say who the master shall be?

A. Because I am the managing owner.

Q. Did you ever see this paper here introduced in evidence as U. S. Exhibit 3? A. Yes, sir.

Q. Did you get it? A. Yes, sir.

Q. What did you do with it?

(Testimony of William L. Sassaman.)

A. I put it on the boat.

Q. Who is this man here, Oren H. Dickason?

A. He was once employed in my place. [118]

Q. Did you surrender the mastership to him?

A. Yes, sir.

Q. I believe you stated that you did surrender the mastership of this vessel on July 2d, 1913, to Oren H. Dickason. A. Yes, sir.

Q. You knew, didn't you, that Mr. Dickason surrendered the mastership of the vessel to Ralph L. Lopes?

A. I was present when he surrendered it to Lopes.

Q. Were you also present when Lopes surrendered it to Castle? A. Yes, sir.

Q. Who did you think was the master of the vessel when Pettenger took it out?

A. Castle was supposed to be the master.

Q. Where is Castle?

A. He is down in San Pedro.

Q. Was Castle in your employ?

A. Yes, sir; he was.

Q. When did he go out of your employ?

A. He never went really out of my employ, as far as the papers show.

Q. When did he go off your payroll?

A. I do not know the date.

Q. About when? A. I cannot say.

Q. Was he on your payroll in October, 1913?

A. I do not know the date; I would have to look it up in my books.

Q. Do you know whether he was on your pay-

(Testimony of William L. Sassaman.)

roll in 1913 or 1914? A. 1913.

Q. Was it before or after Christmas?

A. Before.

Q. In the month of December, or before?

A. I cannot state the time; I cannot state the date;
I am sworn to tell the truth; I have no dates.

Q. Give us the month. A. I cannot.

Q. Give us your best impression as to when it was.

A. That would not be the whole truth; I cannot state it.

Q. We are not asking for the whole truth.

A. I am sworn to tell the whole truth, and nothing but the truth.

The COMMISSIONER.—Q. Come as near as you can to it.

A. What is the question? [119]

Mr. PRESTON.—Q. Give us your best recollection as to when this man Castle went out of your employ or the employ of the owner of the "Calypso"?

A. All I can explain to you gentlemen is, Castle was employed, but he did very little work.

The COMMISSIONER.—Q. Do you know when he went out of your employ?

A. He was paid for every trip he went out.

Mr. LLOYD.—Q. Paid by the trip?

A. Yes, sir.

Mr. PRESTON.—Q. When was the last trip?

A. I cannot state, unless I look it up in my book.

Q. Could it have been in the month of October?

A. It might have been.

Q. That was probably the last trip?

(Testimony of William L. Sassaman.)

A. That is close; it may have been in October, the last trip.

Q. Who did you think was the master of the vessel after he quit going out in her? A. After he quit?

Q. Yes.

A. He was still master; there was no transfer.

The COMMISSIONER.—That is your conclusion.

The WITNESS.—That is the record in the custom-house.

Mr. PRESTON.—Q. The man must have left your employ sometime or other? A. Yes, sir.

Q. Who became master after he left?

A. I was master when I took her out.

Q. Are you master? A. Yes, sir.

Q. You mean you could become master, or you are master? A. I am master.

Q. I thought you said a while ago that Castle was master?

A. I could take it from him at any time as managing owner.

Q. I thought you said that Castle was the master?

A. I was at any time I preferred to be.

Q. The upshot of it is you could become master, but you had surrendered it?

A. Castle had it; I acknowledged that before.
[120]

Q. The record does not show that you had ever been the master of the vessel.

A. In July. It was made out to me as managing owner.

Q. Since it was originally made out to you, you

(Testimony of William L. Sassaman.)

never had been the master of the vessel?

A. Yes, sir.

Q. You never had your papers changed to you?

A. No, sir.

Q. After Castle left your employ, how many trips did the vessel go out? A. She made no trips.

Q. Don't you know, as a matter of fact, she made trips with moving picture people?

A. I did not know that.

Q. I am asking you whether she made any trips or not? A. No, sir.

Q. When was she put in port with instructions not to move her?

A. She was in port with instructions not to use her without permission.

Q. Is it not a fact that on the 23d day of December you signed this agreement? A. Yes, sir.

Q. Could she have gone out before that without your instructions?

A. Only in the harbor; she could not make a trip.

Q. Did she make a trip?

A. No, sir; the creditors would not allow her.

Q. Did she? A. She did not.

Q. You know that of your own knowledge?

A. I do.

Q. She never made a trip from the time Castle went out until the 23d day of December?

A. Yes, sir.

Q. When was it you fired Fox, here?

A. That was on Sunday, in the harbor.

Q. When was it?

(Testimony of William L. Sassaman.)

A. I do not know the date; I can find it out when we go back.

Q. What was he doing on the boat?

A. He was on the boat because he told me Pettenger hired him.

Q. What was he doing?

A. He wanted to run her in the harbor.

Q. Did he?

A. He run her out a bit. [121]

Q. Is that the first time you had seen him?

A. I do not know whether I knew Mr. Fox or not before.

Q. How long had he been on the boat before you fired him?

A. I paid him a dollar and a half; about half a day.

Q. Where had the boat been the day before?

A. In the harbor.

Q. Where was it kept? A. Long Beach.

Q. In whose possession? A. My possession.

Q. Who was looking for her? A. I was.

Q. Where was Pettenger? A. At home.

Q. Was Pettenger down in the boat at any other time? A. He may have been.

Q. Did he take her out at any time?

A. No, sir.

Q. You know of your own knowledge where she was the whole time? A. Yes, sir.

Q. You know absolutely she never went out of the harbor at all until after the 23d day of December?

A. To the best of my knowledge, she never went out.

(Testimony of William L. Sassaman.)

Q. What is your impression?

A. Captain Connell has told me since that Petten-
ger had stolen her on other occasions.

Q. The boat was taken out at other times?

A. Yes, sir.

Q. Did he ever charge anything when he took the
boat out?

A. He told me that he had in the harbor.

Q. How far?

A. Simply in the harbor, within a mile or so.

Q. He got some pay?

A. He told me afterwards that he did and kept it.

Q. How much did you get? A. Nothing.

Q. How did you expect to pay the indebtedness of
this boat if you were not going to run her?

A. We were waiting for Catalina to open this
time.

Q. You were not going her until Catalina opened?

A. Just special parties. [122]

Q. In October or November, you would not run
her?

A. The creditors would not allow it; we were going
to run her in the harbor.

Q. How many trips for profit did she make be-
tween the time Castle went out and the 23d day of
December, when this agreement was made?

A. None to my knowledge.

Q. But you have heard of trips since then you did
not know of? A. Yes, sir.

Q. Before you had taken the vessel, yourself?

A. What time?

Q. Any time during that time? A. Yes, sir.

(Testimony of William L. Sassaman.)

Q. Where was this paper kept?

A. On the ship.

Q. Did you ever see that paper? A. No, sir.

Q. Why didn't you?

A. I had that paper put with my other papers on the ship; with the ship's papers, and these men, it seems, had taken it.

Q. Where? A. In the fore-castle head.

Q. Under lock and key?

A. It was locked up.

Q. Who had the key? A. I had the key.

Q. Then you could get it?

A. I had the key that locks it up and I can produce the key.

Q. From October 23d, 1913, up until the time this boat was taken, you were down aboard the boat a number of times? A. Yes, sir.

Q. And you saw this paper lots of times?

A. I never looked at it; it was locked up.

Q. You say the paper was there at the time, but you did not see it?

A. I had no business to look at it; I was not going out.

Q. You tell me that in all the times you had the boat, that you had charge, you never saw this paper once?

A. I did; Mr. Mahar called for it when the boat was under my name.

Q. When was it?

A. Last spring, running to Catalina Island.

Q. You never knew it had been transferred?

A. No, sir. [123].

(Testimony of William L. Sassaman.)

Q. You never knew it, although it was in your private box? A. Yes, sir.

Q. How did Pettenger get into your box?

A. Pettenger had a key.

Q. And you had a key? A. Yes, sir.

Q. And you say you never saw it before?

A. Yes, sir.

Q. I will ask you if you did not have this proposition put on there for the very purpose of going down to bring in Chinese? A. It was not.

Q. I will ask you if it was not your purpose for making the same plea that you are making now?

A. It was not; I had that made to protect Mr. Singleton.

Q. I will ask you if this man Pettenger did not come to see you.

A. I beg your pardon, I am just as good a citizen as anyone.

Q. Didn't Pettenger come to see you?

A. Yes, sir.

Q. Didn't you know the hatch-way of the vessel was being cut out? A. No, sir.

Q. You heard about it? A. Yes, sir.

Q. How many times did you see the boat? How often have you seen the boat?

A. I went down there at different times.

Q. How often?

A. Once a week or twice a week.

Q. Once a month? A. No, sir.

Q. Didn't somebody keep her in shape while you were not there? A. It was not necessary.

Q. Was she locked up? A. Yes, sir.

(Testimony of William L. Sassaman.)

Q. Who had her locked? A. I.

Q. You had her locked?

A. Yes, sir, cabin doors, and boiler doors, and engine-room doors.

Q. What was there to prevent her going out, was she locked tight in any way?

A. Tight? I never heard of a boat being locked.

Q. Was there any reason why Pettenger could not take her out? [124]

A. Anyone could take her out and be charged with piracy.

Q. Did you light her up at night?

A. She was at the wharf, she needed no light.

Q. She had no light?

A. No, sir, she was tied to the wharf at Long Beach.

Q. You testified awhile ago you were taking brass polish down to Pettenger; what was Pettenger going to do if she had no light?

A. Pettenger wanted to clean her up; it was proper to do so.

Q. Where did Pettenger work during all of this time? A. I don't know.

Q. Where was the boat tied up?

A. In the harbor at Long Beach.

Q. How far was that from where you work?

A. At least twenty miles.

Q. You would have to take a car and ride to it?

A. 50 cents to the boat.

Q. Where was Pettenger working during the month of December? A. I don't know.

(Testimony of William L. Sassaman.)

Q. Don't you know where he was?

A. No, sir, he was at home.

Q. Where was his home? A. Long Beach.

Q. Didn't somebody sleep on this boat?

A. No, sir.

Q. Any bedding in this boat?

A. I had left a bed in it; it probably is there yet.

Q. Don't you know whether Pettenger slept there or not? A. I don't know.

Q. He might have slept there?

A. No, sir, I was down there at night to look after the boat; of course, there was a watchman there on the dock; I told him I was the owner of that boat that was tied up at Long Beach. He said no one slept on the boat. I says, "I am watching the boat." He says, "So am I, that is my business."

Q. Did you have any agreement with Pettenger prior to the time this agreement was made that he should not take the boat out? [125]

A. I was managing owner.

Q. I am asking you if it was understood between you that Pettenger should not take the boat out?

A. I entered no agreement; I was the owner of the boat.

Q. Answer the question.

A. Do you mean written agreement?

The COMMISSIONER.—Q. Answer the question, if you had any understanding about his taking out that boat.

A. Verbally, yes.

(Testimony of William L. Sassaman.)

Mr. PRESTON.—Q. What was the understanding?

A. I made contracts and was doing it.

Q. What was the understanding between you before this agreement?

A. That Morris Pettenger was my engineer.

Q. Your engineer? A. Yes, sir.

Q. And although he was an owner of the boat, he had no say in the management? A. He did not.

Q. You were the whole thing? A. I was.

Q. Why did you put it in writing?

A. Because Pettenger gave personal note that I had to pay.

Q. If you were manager and he was only working as engineer, why did you do it?

A. Pettenger was working, he and Fox were making money, and someone else took the boat out of the harbor and made money unknown to me.

Q. Who else took it out?

A. The fellow that got stuck out there.

Mr. LLOYD.—Q. The captain of some boat?

A. No, sir.

Mr. PRESTON.—Q. You cannot remember the name of the third party? A. No, sir.

Q. As I understand, you had this agreement made so that he could not carry the boat out without your knowledge; that is the reason you had the agreement made?

A. I said because he had given personal note.

Q. Didn't you say because he had taken the boat out with Fox and was making money?

(Testimony of William L. Sassaman.)

A. In the harbor of San Pedro. [126]

Q. He had taken it out?

A. Yes, sir. He took the boat out and he borrowed money on it.

Q. How could he borrow money on her with personal note?

A. He did it with anybody that would lend him money. The boat was bound for his personal notes.

Q. Did anybody ever attach this boat?

A. Yes, sir.

Q. Before? A. Yes, sir.

Q. If you had that suspicion of Pettenger and you and he did not get along well together, and you heard of his going out with the boat against your orders, didn't it occur to you to examine this to see whether he had the mastership of this vessel?

A. I did not think he would go that far.

Q. You did not think of that?

A. I never gave it a thought.

Q. You did not think he would go that far, having the mastership transferred? A. No, sir.

Q. How many times have you seen Pettenger since his arrest? A. I told you it was about a month.

Q. How many times?

A. I went down there, but did not see him, and left word for him to come and see me.

Q. Answer the question.

A. I am going to tell you; I will tell you the truth in the whole matter.

The COMMISSIONER.—Q. How many times did you see him? A. Three or four times.

(Testimony of William L. Sassaman.)

Mr. PRESTON.—Q. Where was the last time you saw him? A. At the attorney's.

Q. What attorneys?

A. Hammond, Riddle & Tuttle.

Q. Are these the men who are to be your attorneys in this matter? A. Yes, sir.

Q. You met him there at the attorney's office?

A. Yes, sir.

Q. How many times did you meet him there?

A. Twice at the attorney's. [127].

Q. You went over all the situation there at that time?

A. I did not go over any situation; the attorney would not handle the case, he was going to quit the law business.

Q. You went over to another attorney?

A. No, sir.

Q. Was Pettenger with you at the time you talked to your counsel?

A. No, sir I never had any counsel, until he was up.

Q. Had your counsel gone to see Pettenger, or Pettenger to see him? A. Not that I know of.

Q. Did Pettenger make any written statement at the time you had him at Tuttle's office?

A. I don't know.

Q. Did you go over it with him?

A. He talked to him.

Q. He spoke to you about coming there?

A. The attorney did.

(Testimony of William L. Sassaman.)

Q. You said awhile ago he had no right to manage that vessel.

A. He had the right to handle it as gasoline engineer.

Q. He was the gasoline engineer?

A. I can prove that Pettenger could not run a boat and cannot.

Q. Don't you know that he had for that length of boat?

A. For engineer?

Q. Does that say engineer?

A. He had an engineer's license.

Q. Just look at the one you had.

A. I never compared it; that was his business.

Q. Is there any difference between the license you possess and the license Pettenger possessed?

A. I really never compared them.

Q. What do you mean by saying he had no right to operate?

A. He has not.

Q. What is that?

A. I don't know that he had that license to operate any boat.

Q. Does this say engineer?

A. Morris Pettenger could not box a compass.

[128]

Q. It says, "To operate or navigate vessels not more than sixty-five feet in length propelled by machinery, and carrying passengers for hire, and vessels of fifteen gross tons or less, propelled in whole or in part by gas, gasoline, petroleum, naphtha, fluid, or electricity, and carrying passengers for hire."

(Testimony of William L. Sassaman.)

A. The law is very indefinite, if that gives a man the right to take out a boat.

Q. Have you the right?

A. I have one in my name.

Q. What have you? A. Ship's papers.

Q. Any different to these?

A. You have one there; I am master.

Q. You mean you were master?

A. I am still master.

Q. How do you get that?

A. As managing owner I can transfer it back any time.

Q. When this occurred and if you were having trouble with this man, why didn't you see you were made master of record?

A. At the time this happened, I was with Mr. Singleton; he and I were fixing up the notes of the creditors; I was busy, and never thought that Pettenger was getting a license. I can state to the Court—

Q. (Int.) You knew that from the time that Castle went out of your employ on or about November 24, 1913, up until the time that this boat was seized that it had no master. A. I was master.

Q. I mean had no master, as shown by the record.

A. Castle was still the master, as long as it was not transferred.

Q. You had a man not in your employ, you had nothing further to do with the further filing of the master of record? A. Castle was in my employ.

Q. You were mad at Pettenger because he was

(Testimony of William L. Sassaman.)

stealing the boat, and yet you stood by and let the master of the boat remain in somebody else's name?

A. It was not in his name. [129]

Q. You let it remain in somebody's else's name, notwithstanding the fact that the man whose name it was in was not on the boat, and you were having trouble with Pettenger, who was stealing the boat?

A. I had not heard of it at that time; it was later.

Q. Didn't you say awhile ago you made this contract because he was stealing the boat?

A. Yes, sir.

Q. On the 23d of December, you knew he was stealing the boat? A. Yes, sir.

Q. From the time the boat was seized until this time, you knew he was? A. Yes, sir.

Q. Why didn't you go down to the custom house and have it changed?

A. It never entered my mind that Pettenger had taken the authority to change the papers.

Q. Why didn't you have it changed after this change was made?

A. I testified it never entered my mind. As you gentlemen will understand, I went and saw Mr. Mahar, he is the head of the customs house, and he said "I will show you the record," and he showed me that Pettenger had transferred it. I went to Stoecklin and he said he would send a letter to this court just how this occurred.

Q. If you were having trouble with this boat, and you heard that Pettenger was taking it out, why, if you knew the master was not in your name, why

(Testimony of William L. Sassaman.)

didn't you have it changed?

A. If I knew that Pettenger was before the immigration inspector, I would put a piracy charge against him.

Mr. LLOYD.—Is this the letter you refer to as sent to the Court? A. Yes, sir.

Mr. LLOYD.—We offer that in evidence.

(The letter was marked Claimants' Exhibit "B").
[130]

(An adjournment was here taken until Thursday, April 16, 1914.)

On April 16th, on motion of Walter E. Hettman, Esqr., Asst. U. S. Atty., cause continued until April 24th, 1914, at 2 o'clock P. M.

On April 24th, on like motion cause continued until April 27th, 1914.

[Endorsed]: Filed Jun. 15, 1914. W. B. Maling, Clerk. By C. W. Calbreath, Deputy Clerk. [131]

*In the District Court of the United States, in and for
the Northern District of California, First Division.*

UNITED STATES OF AMERICA,

vs.

The Gasoline Launch "CALYPSO," Her Boats,
Tackle, Apparel, Furniture and Cargo.

**Testimony Taken Before United States
Commissioner.**

Monday, April 27, 1914.

Counsel Appearing:

WALTER E. HETTMAN, Esq., Assistant U. S. Attorney, for the United States.

Messrs. BLACK & CLARK, and LLOYD, CHENEY & GEIBEL, appear for the claimant and intervenor, Los Angeles Creamery Company.

Messrs. LLOYD, CHENEY & GEIBEL, appear for the claimants and intervenors, William L. Sassaman and William H. Singleton.

**[Testimony of Morris Pettenger, for the
Government.]**

MORRIS PETTENDER, called for the United States, sworn.

The COMMISSIONER.—Proceed with the examination.

Mr. HETTMAN.—Q. Mr. Pettenger, you are a one-sixth owner in the gasoline launch “Calypso”?

A. Yes, sir.

Q. You are in partnership with William L. Sassaman? A. Yes, sir.

Q. About what time, what date did you first enter into any agreement with him to acquire or buy a boat of any sort; as near as you can remember?

A. In the year 1912. [132]

Q. In the year 1912, was it? A. 1912, yes.

Q. Spring, or fall, or summer?

A. Spring, and we made our first payment and signed the contract with the launch construction

(Testimony of Morris Pettenger.)

company about the first of August, I believe, of that year.

Q. That was this boat, the "Calypso"?

A. Yes, sir.

Q. That you purchased then? A. Yes, sir.

Q. That was in August, 1912? A. Yes, sir.

Q. Who managed the boat, or run it during the rest of the year 1912?

A. The boat was under course of construction that year.

Q. About what time was it completed?

A. About the first of the year, 1912.

Q. And who was in charge of the boat most of the time when you took it out and run it? What was your capacity on board the ship? A. Engineer.

Q. You were the engineer? A. Yes, sir.

Q. Mr. Sassaman was aboard quite a bit of the time? A. Yes, sir.

Q. Did you take the boat out alone during the early part of 1913? A. Yes, sir.

Q. When was the first master's papers—when the first master's papers were taken out, were you present when the first master's certificate was made out?

A. No, sir.

Q. I will show you this certificate, which is entitled "Permanent Consolidated Enrollment and License for the Coasting Trade, No. 18 gasoline scow steamer called the 'Calypso,' and ask you if you can identify that, if you have seen that before.

A. Yes, sir.

Q. Where was that generally kept?

(Testimony of Morris Pettenger.)

A. Aboard the boat.

Q. And you saw it there among the papers?

A. Yes, sir.

Q. You had access to the papers there?

A. Yes, sir.

Q. This paper shows that on the 22d of May, 1913, Mr. Sassaman was sworn in as master of the ship. Did he serve as master of the ship [133] any-time after May, after he was sworn in as such master? A. Yes, sir.

Q. And you were on board the ship in what capacity? A. Engineer.

Q. Engineer? A. Yes, sir.

Q. There is another date of July 2d endorsed on the back, here.

A. He was master until July the 2d.

Q. Until July the 2d? A. Yes, sir.

Q. Then it shows that Oren H. Dickason was sworn in as master. Were you present when he was sworn in as master? A. Yes, sir.

Q. Were you present before the deputy collector of customs? A. Yes, sir.

Q. And you saw this man take the oath?

A. Yes, sir.

Q. Then there is the date of July 15th, in which Ralph L. Lopes was sworn in as master?

A. Yes, sir.

Q. Were you present at that time? A. Yes, sir.

Q. You went with him? A. Yes, sir.

Q. And you saw this paper stamped at that time?

A. Yes, sir.

(Testimony of Morris Pettenger.)

Q. Was Mr. Sassaman there? A. No, sir.

Q. Did Mr. Sassaman know that Mr. Lopes was master of the ship? Did he ever have any conversation? A. Yes, sir, he knew that he was.

Q. Did you ever have any conversation with him in regard to it? Did you have any talk with Mr. Sassaman in regard to Mr. Lopes being master?

A. I don't believe I did.

Q. There is another date, September 13, 1913, in which James K. Castle was sworn in as master. There is no other entry there until November 24th. Now, Mr. Castle acted as master for a period in September? A. Yes, sir.

Q. What did he do?

A. He was the master of the boat.

Q. And went out with you, when you went out on certain trips? A. Yes, sir. [134]

Q. In the latter part of September, was Mr. Castle there? A. No, sir.

Q. Where was he, to your knowledge?

A. Why, he left and went north, I don't know whether it was Montana or Idaho; one or the other of those states.

Q. You had Mr. Fox on board the ship, employed there in some capacity. Did you ever have any dispute with Mr. Sassaman about Mr. Fox, about his being employed there?

A. Not with me. Mr. Sassaman came down one time and fired him off the boat.

Q. About what month, or what time of the year was

(Testimony of Morris Pettenger.)

that? A. I could not say.

Q. But you remember that incident?

A. Yes, sir.

Q. The last endorsement on this change of master, on the back of this certificate, is November 24th, in which you are signed up as master; taking the place of Mr. Castle. When you were signed up as master, how long had Mr. Castle been gone?

A. Possibly a week, just a few days.

Q. When you went down there, you produced this, and did you call attention to the fact that you were one-sixth owner of the boat?

A. Mr. Stoecklin knew I was. I was acquainted with him, in a business way.

Q. Was there any hesitation on the part of Mr. Stoecklin?

A. No, sir, he asked me whether I had a right to do it, and I took the oath that is required by law.

Q. Did you have a talk with Mr. Sassaman at any time later, and inform him that you were signed up as master?

A. A few days later, yes; possibly about a week.

Q. About a week later? A. Yes, sir.

Q. You told him that you were signed then as master? A. Yes, sir.

Q. Did you have any conversation with Mr. Sassaman about a trip to Mexico, or about any project of going to Mexico? [135]

A. I did after Christmas.

Q. After Christmas? A. Yes, sir.

Q. Just what did you say to him, what was the

(Testimony of Morris Pettenger.)

nature of this conversation with Mr. Sassaman about going to Mexico?

A. It was on the 26th of December, I was in the city, and I saw Mr. Sassaman, and I told him that Fox had a proposition on for Mexico, and he wanted—we did not go into the details of it; he wanted to know if there was any money in it. I says “Yes.”

Q. You had already told him you had signed as master of the ship?

A. Yes, sir, he knew I was. There was not anything mentioned at that time whose name was on the ship’s papers.

Q. It had been a month before that you told him?

A. Yes, sir.

Q. In this conversation, did you tell him what Fox’s proposition was; did you go into the details?

A. No, sir; I told him there was a chance proposition, and ask him if he wanted to go down and talk to Fox about it. He says, “No, you go ahead,” he says, “and take the boat.”

Q. He was not on very good terms with Fox then, was he? A. No, sir.

Q. You had employed Fox again after Sassaman had discharged him once?

A. He was not employed, he was a partner.

Q. You had taken him in as a partner in this scheme to go to Mexico?

A. I guess he had taken me in, rather.

Q. What did you say to Mr. Sassaman about running down there? What you would do about sending

(Testimony of Morris Pettenger.)

the ship down there; was there anything further said?

A. He did not want to go. He proposed I should go. I says, "Are you willing to put your interest in the boat up against my liberty?" He says, "Yes." He says, "Go ahead and use the boat and get some money in."

The COMMISSIONER.—Q. What I understand you to say now with reference to that, you put up your liberty against his interest?

A. That is it. [136]

Q. Did he know, had you talked over what the object of this trip was?

A. I told him it was a chance proposition; I did not mention any Chinamen, or anything like that.

Q. He said, "Go ahead?"

A. Yes, sir, he said, "Go ahead and use the boat and get some money in."

Mr. HETTMAN.—Q. When you asked him to run the boat himself, he said, "No, you do it?"

A. Yes, sir.

Q. Is that it? A. Yes, sir.

Q. In the matter of profits, you had had some understanding late in the year 1913 along in November or some time about dividing the profits?

A. Yes, sir.

Q. Just what was that agreement?

A. I was to share half of the profits.

Mr. LLOYD.—Q. That agreement was in writing?

A. Yes, sir.

(Testimony of Morris Pettenger.)

Mr. LLOYD.—Then, we object to this as not the best evidence.

Mr. HETTMAN.—Q. There was some agreement?

A. Yes, sir.

The COMMISSIONER.—Show him the agreement, and ask him if he entered into the agreement.

Mr. HETTMAN.—Yes. Where is that agreement?

The COMMISSIONER.—It is here in evidence.

The WITNESS.—That is the agreement, there (pointing).

The COMMISSIONER.—Q. You entered into that understanding, did you? A. Yes, sir.

Mr. HETTMAN.—Q. What date did you sign this? A. Which?

Q. That subsequent attachment there?

A. The 26th of December.

Q. What, 1914? A. 1913.

The COMMISSIONER.—Q. This refers to "Claimant's Exhibit A." This amendment to the articles of agreement purports to have been entered into on the 23d day of December, 1913.

Mr. HETTMAN.—May I ask him some questions in regard to that? [137]

The COMMISSIONER.—Q. This agreement, here, you understand has this clause: (Reading) "Under no circumstances shall the ship's papers be transferred to anyone except by William L. Sassaman." You understand that part, it contains that clause? A. Yes, sir.

(Testimony of Morris Pettenger.)

Mr. HETTMAN.—Q. When you signed this, you had already notified him of that fact?

A. No, sir, that was later.

Q. It was later you informed him you had the papers in your name?

A. No, sir, he had been informed that the papers were in my name before that.

Q. Before you made this contract?

A. Possibly two or three weeks before this.

The COMMISSIONER.—Q. Two or three weeks before you entered into the amended agreement?

A. Yes, sir.

Mr. HETTMAN.—Q. You had already notified him that you had the papers in your name?

A. Yes, sir.

Q. And there is the final clause here: (Reading) "It is also agreed that I, Morris Pettenger, shall not employ a crew without a permit from William L. Sassaman, and under no circumstances shall the ship's papers be transferred to anyone except by William L. Sassaman." You made this trip to Mexico, and informed him you were going, and had his consent, did you not?

A. After the signing of that.

Q. All that came subsequent to the signing of this agreement? A. Yes, sir.

Q. Which was made on the 21st day of December, 1913? A. Yes, sir.

Q. You told him you were going to Mexico, and he said, "Go ahead"? A. Yes, sir.

(Testimony of Morris Pettenger.)

Q. You considered your subsequent agreement in compliance with this?

A. That never entered into it, only to get his consent.

Q. And you had gotten his consent, as you considered it? A. Yes, his verbal consent. [138]

The COMMISSIONER.—Let him state what actually happened. Whatever he might take from it would be a conclusion. We want to know what he said, and what Mr. Sassaman said.

Mr. HETTMAN.—We have already gone into that fully, what took place in the conversation had.

Q. In this contract which says: "This amendment made this 23d day of December, 1913," and which ends as follows: "Under no circumstances shall the ship's papers be transferred to anyone except by William L. Sassaman," he knew already that the papers were in your name, and if they were to be transferred to anyone else, they were to be transferred to no one but Mr. Sassaman?

A. Yes, sir, to him.

Mr. HETTMAN.—That is all.

Cross-examination.

Mr. LLOYD.—Q. Now, Mr. Pettenger, in these questions we want nothing but the absolute truth, land where it will.

A. That is what I am going to try to give you.

Q. Affecting you or affecting the vessel. You know that when you went and had yourself entered on the ship's papers as master, that Sassaman did not know about it, don't you? A. Sassaman?

(Testimony of Morris Pettenger.)

Q. Sassaman.

A. He did not know at the time.

Q. He did not know that at the time?

A. Yes, sir; but you understand I was the manager; I believed I was acting within the law, and had the right to transfer those papers, as I was a part owner of the boat.

Q. At that time you owned one-sixth?

A. Yes, sir.

Q. The only writing between you was this "Claimant's Exhibit A," at that time, dated August 10, 1912? A. That was the only writing.

Q. That is your signature, Morris Pettenger, is it not? A. Yes, sir. [139]

Q. And then, on November 24th, 1913, when you had yourself named in the ship's paper as master, this writing had not been changed? A. No, sir.

Q. And you were one-sixth owner at that time?

A. Yes, sir.

Q. And Sassaman owned $\frac{5}{6}$ ths? A. Yes, sir.

Q. And there had been nothing said about having you enrolled as master at that time? A. No, sir.

Q. At that time, were not the ship's papers in a box, locked up and marked "Don't handle" in the forecastle, in the boat?

A. They were in a box, but not locked.

Q. Was not the forecastle locked up?

A. Part of the time.

Q. It was locked up by Sassaman; you had a key to it, didn't you? A. Yes, sir.

Q. It was locked up by Sassaman, and the ship's

(Testimony of Morris Pettenger.)

papers were in there. Is not that true?

A. Yes, sir.

Q. Just answer "Yes" or "No." I don't want to lead you into an untruth, here, of any kind. We just want the facts.

Mr. HETTMAN.—There is no use giving any admonition; he is here to tell the truth.

The COMMISSIONER.—Just ask him the questions.

Mr. LLOYD.—Q. The ship's papers were in a box there, marked "Don't handle"? A. Yes, sir.

Q. And you took them out without the knowledge of Sassaman? A. Yes, sir.

Q. Had there not been more or less soreness or coldness between you and Sassaman since August, when the boat had been libeled?

Mr. HETTMAN.—I don't see when the boat was libeled in August.

Mr. LLOYD.—It is a matter that will come out.

A. Yes, sir.

Q. He did not like it, that it had gotten in a position under [140] you where it was libeled, is not that true, and there was a great deal of feeling about it. Answer me "Yes" or "No."

A. Well, he did not like it.

Q. Is it not true that one day after Lopes was enrolled as master that you took this license of Sassaman, United States Exhibit 1, out of the pilot house and took it below? A. Yes, sir.

Q. And didn't Sassaman make you take it back and hang it up there?

(Testimony of Morris Pettenger.)

A. No, sir, he did not make me do it, he requested me to do it.

Q. And wouldn't there have been a fight right there if you did not? A. I do not think so.

Q. There were words about it, and you put it back?

A. If you want to know my reason about it, I will tell you. The law only allows one—

Q. (Intg.) Just answer the question.

Mr. HETTMAN.—Let him finish his answer.

The COMMISSIONER.—Yes, let him state the circumstances.

A. (Continuing.) The law only allows one master's license in the pilot house at the same time. Supposing that custom-house men—

Mr. LLOYD.—(Intg.) Just answer the question.

The COMMISSIONER.—Let him state the circumstances under which he returned it.

A. I took his license down, it was in case a custom-house man would come aboard the boat and see two master's licenses in the pilot house, they might get confused, they might not know who it was that was master, unless they asked.

Q. Sassaman knew at that time that Lopes was master? A. Yes, sir. [141]

Mr. LLOYD.—Q. He said that he was 5/6ths the owner and wanted that put there and you put it back?

A. He requested me to put it back there; I did not know at the time I took it down that it was going to hurt his feelings; he thought possibly I did it for spite work, I guess.

Q. It was put back there until the boat was seized?

(Testimony of Morris Pettenger.)

A. I believe it was. I also put my license up there in the pilot house.

The COMMISSIONER.—Q. How long was your license there? A. The 24th of November.

Q. Did Mr. Sassaman at any time see it there, to your knowledge?

A. I could not say whether he did or not.

Mr. HETTMAN.—He was on the boat after the 24th of November and in the pilot house, was he not?

A. Yes, sir.

Q. And this was hanging on the wall?

A. Yes, sir.

Q. In that frame, with all the fastenings that held it in the wall? A. Yes, sir.

Mr. LLOYD.—Q. You only got this for the “Calypso.”

Mr. HETTMAN.—I am asking you about your license.

A. Whether it was in the pilot house, or engine room, that is what you wanted to bring out?

Mr. HETTMAN.—Q. Yes, where was your license hanging? A. It was in the pilot house.

Mr. LLOYD.—Q. It had been there all the time.

A. Before that, it had been in the engine room. I had engine papers under that. I have also engineer's papers under this license.

Q. Where was this license put when you first got it? A. In the engine room.

Q. When did you move it to the other place?

A. A short time after I had the papers transferred.

(Testimony of Morris Pettenger.)

Q. That is, a short time after November?

A. Yes, sir.

Q. You had the papers transferred on November 24th, 1913? A. Yes, sir.

Q. And you moved it into the pilot house a short time after that? A. Yes, sir.

Q. You do not know positively that Sassaman ever saw it in the pilot house? A. No, sir, I do not.

Q. You have a signed copy of this agreement, have you not? A. Yes, sir.

Q. And this is your signature, I believe you said, on the amendment dated December 23, 1913?

A. It is.

Q. This means just what it says, does it not?

A. Yes, sir.

Q. At the time it was signed, you both intended to sign these agreements, didn't you?

A. Yes, sir; he gave it to me to sign. He was the one that proposed it.

Q. Why did he propose it?

A. I don't know, unless it was to take the management of the boat out of my hands.

Q. But you signed it, and took a copy of it yourself, did you not? A. Yes, sir.

Q. Has there been any writing or amendment to this since? A. No, sir.

Q. You are referring to the papers, "Claimant's Exhibit A," and the amendment to it?

A. Yes, sir.

Q. You know that Castle worked by the job while he was master? A. By the day, yes.

(Testimony of Morris Pettenger.)

Q. He did not have any monthly employment, did he? A. No, sir.

Q. You remember after the boat was seized, and after you came back to Los Angeles, that Sassaman sent word that he wanted to see you, don't you, and left word at your home?

Mr. HETTMAN.—What date was that? [143]

Mr. LLOYD.—It would be after the boat was seized here, and after he first reached Los Angeles.

A. Yes, sir, he was down at Long Beach, and left word.

Q. And that was some little time before you got to see him? A. Probably two or three days.

Q. He came to see you, didn't he? A. Yes, sir.

Q. And when he first saw you, didn't he ask you why you had not come to see him?

A. Not that I remember of.

Q. Didn't he tell you that he had been trying to see you, and was waiting to see you?

A. Possibly he did.

Q. Now, if he was in this venture with you, or had told you to go ahead and make it, why didn't you go right to him and tell him what happened?

A. Because I had been shadowed all the time.

Q. You had been arrested, had you not?

A. Yes, sir.

Q. You had been released had you not?

A. Yes, sir, but that was no sign the detectives were not on the job.

Q. You had *seen before* a good many times, why could you not see him afterwards?

(Testimony of Morris Pettenger.)

Mr. HETTMAN.—You were doing this to protect Mr. Sassaman, were you not?

Mr. LLOYD.—Let me finish my examination.

The COMMISSIONER.—Yes, let him finish cross-examining.

Mr. LLOYD.—Q. Why didn't you go to see him and tell him about it?

A. I told you because I was being shadowed.

Q. Because you were being shadowed?

A. Yes, sir.

Q. Is it not a fact that you told him when he came there—that he upbraided you for not seeing him, and for taking the chances, and you said, “I wanted to take this chance for the Foxes, so that we could pay this money to Singleton?”

A. No, sir.

Q. You did not say that to him?

A. No, sir. [144]

Q. Didn't you say something like that?

A. Not that I remember of.

Q. You don't remember? A. No, sir.

Q. Is it not the fact that the Foxes got you into this deal?

A. Well, possibly; after that, they made the proposition to me that I should go; somebody else might have made me the same proposition and I might have gone.

Q. And is it not a fact that after Singleton fired Fox off of the boat that he never consented to his running on that boat again?

A. Yes, sir, that is true.

Q. Is it not also true—do you remember when he

(Testimony of Morris Pettenger.)

used to run out to the Chinese junks on the bay?

A. Yes, sir.

Q. That was before you were enrolled on the ship's papers, was it not? A. Yes, sir.

Q. Don't you remember one time when you were running out to the Chinese junk that you said something like this to Fox—I will ask you first, was not the boat in trouble at that time? A. Yes, sir.

Q. And didn't you need the money for the boat?

A. Yes, sir.

Q. And at that time Singleton had not come to your aid yet? A. No, sir.

Q. And had you not been talking to the Foxes, and didn't you make some sort of statement like this to Sassaman: "We will get all the fucking coming to us"? A. No, sir.

Q. You never made such a statement?

A. No, sir.

Q. Didn't he say, "We will not"? Or, don't you remember that incident? A. I don't remember.

Q. You don't remember that incident?

A. No, sir.

Mr. HETTMAN.—What is the relevancy of that?

Mr. LLOYD.—That had a special meaning. We claim that is the only word that was ever said to Sassaman about this venture [145] and that that was his answer.

Q. Didn't you say to Sassaman, when he went to your house, that you did not tell him of the trip when he asked you why you did not tell him about the trip, as you said you did not tell him, because

(Testimony of Morris Pettenger.)

Sassaman would not let you go? A. No, sir.

Mr. HETTMAN.—I don't understand that question.

Mr. LLOYD.—He says "No."

The COMMISSIONER.—Q. You understand the question, Mr. Pettenger, that was asked you?

A. Yes, sir.

Mr. HETTMAN,—Very well.

Mr. LLOYD.—Q. When you signed this amendment to this agreement on December 26, 1913, dated December 23d, why did you sign it, if you were intending to go off on a trip?

A. I did not intend to at that time.

Q. When did this intention first come up?

A. The proposition had been sprung on me, but I had not consented to go, or anything of the kind.

Q. So you signed this before you consented to go?

A. Yes, sir, before I ever said anything to Sassaman about it.

Mr. LLOYD.—Will it be stipulated that the depositions of A. J. Stoecklin, Morris Pettenger, Louise E Grimaud, George E. Platt and William L. Sassaman, filed April 15, 1914, and taken April 9th, 1914, before C. K. Schade, a notary public at Los Angeles, California, be opened.

Mr. HETTMAN.—Yes.

Mr. LLOYD.—Q. Referring to page 9 of said deposition, that is your signature to the deposition, is it not? A. Yes, sir.

Q. And before signing that you had testified and read the deposition over?

(Testimony of Morris Pettenger.)

A. Yes, sir, I had read it over hurriedly, because I was anxious to catch the train and come up here.

Q. But you had testified at the meeting?

A. Yes, sir. [146]

Q. And had read this over and signed it?

A. Yes, sir.

Q. On page 7 of the said deposition is the question: "At the time said amendment was signed, December 26, 1913, was William L. Sassaman with you?"

A. Yes, sir.

Q. Did he sign the same? A. Yes, sir.

Q. After signing the same, and before said 'Calypso' was seized, did you see Mr. Sassaman?

A. No, sir."

A. After the 26th of December?

Q. Yes, you did not see him?

A. Not after the 26th of December.

Q. Then, when did you make the arrangements as you say, for taking this boat on this trip?

A. That very same day.

Q. That very same day? A. Yes, sir.

Q. At the time of signing this?

A. No, sir, it was afterwards.

Q. How long afterwards?

A. Oh, possibly an hour or so.

Q. Where? A. It was in the barnyard.

Q. In the barnyard of the creamery company?

A. The Los Angeles Creamery Company.

Q. Was not that all you said at that time? You did not mention any Chinamen, did you?

A. I don't believe I did.

(Testimony of Morris Pettenger.)

Q. You testified a while ago that you did not. Didn't you merely tell him it was a chance proposition?

A. I believe that is about what I told him, it was a chance proposition.

Q. And you did not explain the details?

A. No, sir.

Q. You are quite sure you did not explain the details. A. I am quite sure I did not.

Q. Did you tell him the Foxes were going?

A. I don't believe I did.

Q. Did you tell him that Main was going?

A. No, sir.

Q. Did you tell him about Lee? A. No, sir.

Q. When did you first tell him you were Master, after you had got [147] the papers transferred to you?

A. I could not say the exact date; it was the early part of December.

Q. What did you say? Where did you meet him?

A. I don't know; possibly in the barnyard. That is where I generally met him.

Q. What did you say?

A. He mentioned something about whose name was on the papers and I told him mine.

Q. Was that not long after the boat was seized?

A. No, sir.

Q. How did this question come up?

A. Well, I had suggested, and he had heard that Castle was gone and he probably asked me the ques-

(Testimony of Morris Pettenger.)

tion to find out. Sassaman never did much work about the boat.

Q. You never went as a seafaring man before you were engaged on the "Calypso"?

A. Not in that position.

Q. You never had any experience in navigating ships as a navigator? A. No, sir.

Mr. HETTMAN.—What is the materiality of that?

Mr. LLOYD.—He had no seaman's qualifications.

Mr. HETTMAN.—You are not qualifying him as an expert, are you?

Mr. LLOYD.—Q. You served as an Engineer under Sassaman? A. Yes, sir.

Q. And Sassaman never said anything about your becoming Master? A. No, sir.

Q. He never asked you to become Master?

A. No, sir.

Q. You never went to him and asked him to become Master? A. No, sir.

Q. As a partner he owned five-sixths; why didn't you ask him before you had the papers transferred? [148] A. He was doing very little.

Q. Was not he working all the time.

A. I didn't see any money in it.

Q. Don't you know he was working all the time?

A. He was not working for me.

Q. Didn't you make some money from the boat and pocket it? A. Very little.

Q. You did take some and pocket it?

A. I might have used some of it.

(Testimony of Morris Pettenger.)

Q. Didn't he settle a note that you had given on the boat out of his own pocket?

A. Not that I know of.

Q. Didn't you give a note on the boat?

Mr. HETTMAN.—I object to that as being immaterial. The fact is they were partners, and that is enough. We don't have to go into that point.

The COMMISSIONER.—If that is a fact, he gave a note—was this note against the boat?

Mr. LLOYD.—Q. Didn't you give a two-hundred dollar note against the boat, or as a debt of the boat that he later on had taken care of?

A. No, sir, I gave no note without his consent.

The COMMISSIONER.—When you say a note against the boat, that is hardly intelligible.

Mr. LLOYD.—Q. Didn't you give a note to the Hatfield Machine Company for \$200?

A. Yes, sir; that was to purchase life-rafts.

The COMMISSIONER.—Q. For the boat?

A. Yes, sir.

Mr. LLOYD.—Q. And you gave your personal note? A. I don't think I gave any note at all.

Q. You just ordered the life-rafts?

A. I went down and told him I wanted three life-rafts. I did not have the money to get them out of the transfer company's house; they were sent down there with a bill of lading attached; Hatfield gave me \$200 I don't remember [149] any note having been given.

Q. He gave you \$200?

A. He gave me \$200 cash to get those life-rafts.

(Testimony of Morris Pettenger.)

Q. But that indebtedness you incurred for the life-rafts? A. Yes, sir.

Q. Is not that one reason why this paper was signed that Sassaman brought you?

A. I could not tell you.

Redirect Examination.

Mr. HETTMAN.—Q. When you took Dickason over there, and went in there with the certificate of Master of the boat, and he had signed up as Master in place of Mr. Sassaman, Sassaman knew about it, he knew that Dickason was serving as Master after that? A. Yes, sir.

Q. And later you transferred the mastership from Dickason to Lopes, he knew that Lopes was serving as Master? A. Yes, sir.

Q. And later when you transferred it to Castle he knew that Castle was serving as Master?

A. Yes, sir.

Q. You had a talk with him, and he knew you were paying Castle so much a day for working on the ship, and he knew Castle was Master? A. Yes, sir.

Q. When Mr. Castle went to Montana was there any conversation about his going away; did you have any conversation with Mr. Sassaman about it?

A. No, sir.

Q. How long had Castle been gone to Montana before you transferred the papers to your name?

A. Possibly a week.

Q. That was, on November 24th, as set forth here, you became Master? A. Yes, sir.

Q. And about the 1st of December you yourself

(Testimony of Morris Pettenger.)

went to Mr. Sassaman and told him about it?

A. Yes, sir.

Q. Did you tell him that Mr. Castle was gone?

Mr. LLOYD.—Please don't make your questions so leading.

A. Yes, sir. [150]

Mr. HETTMAN.—Q. What conversation did you have with him then?

A. It is so long ago I hardly remember, but Sassaman asked me whose name was on the papers at that time, and I told him that I had my own.

Q. Did he tell you to transfer the papers back to him; did he say anything about transferring the papers; did he object to it in any way?

A. I believe he did mention something, but not at that time; later on.

Q. But he never transferred them?

A. No, sir, he never transferred them.

Q. At that time he agreed or acquiesced to your being Master, nothing further was said about it at that time?

The COMMISSIONER.—Let him say what was said.

Mr. HETTMAN.—Very well.

Q. If you can give me the exact words, do so.

The COMMISSIONER.—Q. What did he say to you when you told him that you had yourself enrolled as Master of this vessel?

A. He did not say anything that I remember of. He did not object to it.

Mr. HETTMAN.—Q. Did he show any disap-

(Testimony of Morris Pettenger.)

proval of it in any way? A. No, sir.

Q. He did not say anything at all? A. No, sir.

Q. When you got this paper, this certificate out of the box, you had a key to that box on board the ship?

The COMMISSIONER.—He said the box was not locked.

Mr. HETTMAN.—Q. You had access to it, as well as anybody else on the ship?

A. Anybody working on the boat.

Q. And you put Sassaman's license away and put your own up there?

A. His license still remained with mine.

Q. You had them both in the cabin?

A. It was that other man he objected to his license in the pilot-house. [151]

Q. You had your license up there on and after the 24th of November?

A. Not on that particular day, but later.

Q. After you had transferred the Mastership to yourself? A. Yes, sir.

Q. And that was put there in plain view on the wall? A. Yes, sir.

Q. Hanging right opposite Mr. Sassaman's in the cabin? A. Yes, sir.

Q. This contract here, you signed this supplement on the 26th day of December? A. Yes, sir.

Q. And this contract reads as follows:

“Amendment to Articles of Agreement made August 10, 1912, for the ‘Calypso,’ between Wm. L. Sas-

(Testimony of Morris Pettenger.)

saman and Morris Pettenger, both of Los Angeles, California.

“This amendment made this twenty-third day of December, 1913, in consideration that Wm. H. Singleton agrees to pay promissory notes to the amount of \$3400.00, which amount clears the indebtedness of the ‘Calypso,’ I, Wm. L. Sassaman, and I, Morris Pettenger agrees to give said Wm. H. Singleton a mortgage on the ‘Calypso’ for the amount of \$3,400.00, with interest at 8%, and deliver to Wm. H. Singleton the insurance policy which amounts to \$5000.00, and further, that I, Morris Pettenger, agrees to make no contracts or take the ‘Calypso’ out on any trip without a permit from Wm. L. Sassaman, also that I, Morris Pettenger agrees to borrow no money or give any personal note at any time on the ‘Calypso.’ It is also agreed that I, Morris Pettenger, shall not employ a crew without a permit from Wm. L. Sassaman, and under no circumstances shall the ship’s papers be transferred to anyone except by Wm. L. Sassaman.”

And one hour after signing, according to your statement just a few moments ago you told him of a project of going to Mexico, did you not?

A. Yes, sir. [152]

The COMMISSIONER.—There is no use reiterating that. He has said that; it appears of record. That is merely giving your version of it.

Mr. HETTMAN.—I want to be positive.

The COMMISSIONER.—Let him testify.

Mr. HETTMAN.—Q. That conversation that you

(Testimony of Morris Pettenger.)

had with him one hour after signing, was that the conversation in which you said "we are likely to have something done to us" in which he asked you whether or not you used this vile word?

A. No, sir, that was previous to this.

Q. That conversation had nothing to do with this on the 26th day of December? A. No, sir.

Q. And what were the exact words you said to him about this project to Mexico; what did you tell him?

A. I told him that I had a proposition made me to go to Mexico, a chance proposition, and if he wanted to go ahead and take the boat, he could go down and talk to those people, and he says "no," he says "you go ahead and make the trip"; and I says "Then you are willing to put the boat up against my liberty, are you" and he says "Yes," he says "Go ahead and use the boat and get some money in." Our conversation was very brief.

Q. After your arrest you said that you did not go immediately to see Mr. Sassaman because you were being shadowed? A. Yes, sir.

Q. At least you thought you were being shadowed?

A. I knew that I was.

Q. What was your reason for not going directly to see him if you were being shadowed; what material difference would that make?

A. Well, I did not know but they might want to get him mixed up in it; he had taken no active part in it.

Q. So you were doing that to simply save him from any trouble if you could? A. Yes, sir. [153]

(Testimony of Morris Pettenger.)

Mr. HETTMAN.—That is all.

The COMMISSIONER.—Are there any further questions?

Recross-examination.

Mr. LLOYD.—Q. You were down at San Diego when the creditors' meeting was held?

A. Yes, sir.

Q. You had gone down and made a preliminary trip to this Chinese trip, had you not?

A. Yes, sir.

Q. Then, why did you sign this paper afterwards that you would not take the boat?

A. Because I was the manager of this boat until after I signed that, and when I signed that I was no longer the manager; then I got his permission.

Q. Don't you know that while you were down there at San Diego on that trip he knew nothing about it?

A. That is true.

Q. He did not know a thing about it?

A. That is true. I had taken the boat out on a number of occasions that he knew nothing about.

Q. Don't you know you had taken the boat out a number of times and he knew nothing about it?

A. Yes, sir.

Q. Don't you know while you were down there at San Diego he held the creditors' meeting and then he took a 75-mile trip out in the rain to Singletons to get those notes signed up, and came back about 2 or 3 o'clock at night and went on his route, and then went down to Hatfields, I think Hatfield's Machinery Company, before he had a bite of breakfast, trying

(Testimony of Morris Pettenger.)

to fix up the matter with the creditors?

A. Yes, sir.

Q. Don't you know that all happened while you were off on the boat without his knowledge?

A. Yes, sir.

Q. Don't you know that up to the time this paper was signed he knew nothing absolutely about any illegal intention to use the boat?

A. I was the manager of the boat; I had the right to run the boat; [154] I was the Captain.

Q. Don't you know that up to the time this paper here was signed that Sassaman didn't know anything about the Mexican trip, or about talking with Fox?

A. He knew nothing about that until possibly the 26th day of December.

Q. So the only thing he could have known about it was what you said to him on that day?

A. That is all.

Mr. LLOYD.—That is all.

The COMMISSIONER.—Q. Along the water front were you ever approached before to do a thing of this sort?

A. Not seriously that I remember of.

Q. Were there men going about there trying to get boats to engage in this sort of traffic?

A. That stuff is frequent around the water front. Lots of times they are just joshing and lots of times they are serious.

Q. So to speak, then, it was in the air there. There was a certain feeling that those things were being done; is that true?

A. Some of them were doing it all the time.

[Testimony of William L. Sassaman for Claimant.]

WILLIAM L. SASSAMAN, called for the Claimant, sworn.

Mr. LLOYD.—Q. You heard Mr. Pettenger testify that up to the time this amendment dated December 23, 1913, was signed, it being signed on December 26th, 1913, that you knew nothing about any plans for any illegal use of the “Calypso” with reference to Chinese or otherwise; is that true? A. Yes, sir.

Q. And also that you knew nothing about the first trip to San Diego to try to make those arrangements?

A. Yes, sir.

Q. You also heard him testify that about an hour after this was signed, that he told you about wanting to make a trip? [155] A. I heard him say so.

Q. Is that true? A. Is what true?

Q. His statement. Answer fully what was said.

Mr. HETTMAN.—Answer his question directly.

Mr. LLOYD.—It might not be capable of yes or no.

The COMMISSIONER.—Q. Let the question be answered. Answer the question.

A. No, sir, I did not give any consent.

Q. Tell us fully what happened after the signing of this; did you have a talk with Morris Pettenger after this was signed? A. On the 26th?

Q. Yes. A. No, sir. I went with Mr. Hatfield, he would not let me go until I finished it up. I went and done all this. I had been up from 2 o'clock in the morning, I had fixed up that business I worked all day, from that time right on through the day to get that finished, and took an automobile to Singleton's

(Testimony of William L. Sassaman.)

place, 75 miles and back, I got back at 10 minutes to 3.

Q. Who is Hatfield?

A. Hatfield Machinery Company, Frank A. Hatfield, Manager.

Q. The Corliss Engine? A. Yes, sir.

Q. How much did you owe them?

A. The whole amount.

Q. Yes?

A. \$1300, I believe. After I came back from that trip I went out on my route; I served a route, and I came back probably about 9 o'clock on Christmas morning. Hatfield was waiting for me, he even went up there, to do this work. Hatfield demanded I go back to the Hatfield Machinery Company's office; I gave him my note and finished that business with him and signed and endorsed a note of Mr. Pettenger's myself. Then I say I went to bed, which I did. I had no business with anybody that day; I did not get up until 2 o'clock. If any man thinks I did not go to bed after such an ordeal as that— [156]

Q. (Intg.) We are talking about the 26th day of December. A. Yes, sir.

Q. Did you sign this agreement on the 26th?

A. Yes, sir, I was all in.

Q. You say you had no such conversation as he relates here an hour after that was signed?

A. No, sir.

Q. With reference to taking the boat?

A. No, sir, I left Hatfield Machinery Company's office and went to bed.

(Testimony of William L. Sassaman.)

Q. Let us get that a little clearer. Tell us how Hatfield came to you, and then when you first saw Pettenger, and all about the signing of the paper, and your going to bed. Tell what happened from the 23d, the day of the meeting with the creditors until—

Mr. HETTMAN.—(Intg.) I object to his going into those details, of taking his trip, and when he went to sleep; that is immaterial; he has already stated that. A. I had no conversation.

The COMMISSIONER. — Q. Was Pettenger there? A. Yes, sir, he came up.

Q. He signed this agreement?

A. Yes, sir, and he told me he had been to San Diego. I think if Mr. Pettenger remembers right, he will tell you.

Q. You had no talk with him after he signed it?

A. No, sir.

Q. Where did Pettenger go after signing that agreement? A. I don't know where he went.

Q. Did he leave at once? A. Yes, sir.

Q. Right away? A. Yes, sir.

Mr. LOYD.—Q. Where were you when this paper was signed with Pettenger?

A. In Bradner's office, in the Security Building.

Q. What time of day was that?

A. After twelve; after dinner.

Q. Then what did you do?

A. I went to bed. [157]

Q. What day was it that you went out in the automobile to Singleton's?

A. That was on the morning of the 24th.

(Testimony of William L. Sassaman.)

Q. The morning of the 24th? A. Yes, sir.

Q. And you got back about three o'clock?

A. Ten minutes to three, was the exact time I got back on Christmas morning.

Q. Then when did you get through your route on Christmas morning?

A. About nine o'clock, to my memory now.

Q. Then what did you do?

A. I went with Hatfield to Bradner's office.

Q. That was on the morning of the 25th?

A. Yes, sir.

Q. Then what time did you get done at Bradner's office? A. That only took about five minutes.

Mr. HETTMAN.—What is the purpose of this?

Mr. LLOYD.—To show where he was, who was with him.

The WITNESS.—I signed the paper and went to Hatfield Machinery Company's office.

Q. You mean that Pettenger signed this paper on the 25th? A. No, sir, on the 26th.

Q. This is the 25th, we are talking about?

A. I went to Hatfield Machinery Company's office and settled that business.

Q. Was Pettenger with you then? A. No, sir.

Q. Then, after you got through, what did you do?

A. I went to bed.

Q. How late did you sleep?

A. Until two o'clock the next day.

Q. Then you slept from the morning of Christmas day until two o'clock in the morning of the 26th?

A. Yes, sir.

(Testimony of William L. Sassaman.)

Q. Did you take your route out that morning?

A. Yes, sir.

Q. What did you—what time did you get through with your route?

A. I came back the same time, between eight and nine.

Q. Then what did you do?

A. We settled this paper. Bradner would not be in his office on Christmas, an attorney, that goes [158] without my saying it.

Q. As I understand you, you just testified you went to Bradner's office on Christmas day?

A. No, sir, on the 26th, when that was signed; I know what I am talking about.

Q. On the morning of the 26th, when you got up, what did you do first? A. I went out on my route.

Q. After your route was through, what did you do?

A. I went to Bradner's office.

Q. Did you go there alone, or was somebody with you? A. Alone.

Q. Who did you find at Bradner's office?

A. Pettenger met me there; I don't know whether another man came there or not to settle this.

Q. Was that the first time you had seen Pettenger after his San Diego trip? A. Yes, sir.

Q. You saw him at Bradner's office?

A. Yes, sir.

Q. Was Hatfield there?

A. I don't know whether he came up to Bradner's office, or not.

Q. Was Bradner there? A. Yes, sir.

(Testimony of William L. Sassaman.)

Q. What time of day was this? A. Afternoon.

Q. Of the 26th? A. Yes, sir.

Q. Had you seen Pettenger before you saw him at Bradner's office. A. No.

Q. Was this paper signed at Bradner's office.

A. Yes, sir.

Q. This amendment? A. Yes, sir.

Q. Then what was done as soon as it was signed?

A. I went home again.

Q. Did Pettenger go with you? A. No, sir.

Q. Did you have any talk with him, except in Bradner's office? A. No, sir.

Q. Tell us all he said in Bradner's office that day?

A. That is the day I asked him, I asked him "Where were you, that [159] you did not attend the creditors' meeting, you left me alone to fight these creditors, to settle up with them, and you had promised to be up there." He said, "I got a job to go to San Diego," he says "and I went down." I says, "Did you get any money"? He says, "The expenses of the boat." I says, "Where is the money"? He said he had to pay for the oil, and that the party would not go out on Christmas day because it rained, and he had to come back.

Q. Did he tell you it was a smuggling trip?

A. No, sir.

Q. Or that it was to smuggle Chinese?

A. No, sir, he said it was a charter party.

Q. A charter party? A. Yes, sir.

Q. Was that before or after he signed this?

A. That was before. I questioned him as soon as

(Testimony of William L. Sassaman.)

I saw him, I asked him where he had been.

Q. About signing this paper, what did you say when you handed that to him?

A. I just told him we made up that agreement. He says, "Yes," he would sign it. I says, "I made up that agreement."

Q. Did he take a copy of it?

A. Yes, sir, I think he has it yet.

Q. Did you have one for him? A. Yes, sir.

Q. After that was signed, how long did you stay at Bradner's office? A. I left and went home.

Q. How many minutes were you there?

A. I was not there more than five minutes.

Q. After this was signed, did he say that Fox had made a proposition to him to go to Mexico?

A. No, sir.

Q. Did he say that he had a chance proposition?

A. No, sir.

Q. Did you tell him to go ahead and take the boat?

A. He told me of no proposition, he offered me no proposition.

Q. Did he ask to go and you said you did not want to go? A. No, sir.

Q. Did he ask you if you were willing to put up your boat against his liberty? A. No, sir. [160]

Q. And did you answer him by saying to go ahead and use the boat to get some money in?

A. I did not talk on any subject of the kind.

Q. Now, tell us whether or not, after this paper was signed, Morris Pettenger said anything to you which you understood in any way referred to using

(Testimony of William L. Sassaman.)

this boat for Chinese or opium, or smuggling, or any illegal trip? A. No, sir.

Q. You heard Pettenger testify that he told you about having his name enrolled as master?

A. I heard him testify.

Q. Did he so tell you? A. No, sir.

Q. Did you ask him whose name was on the ship's papers?

A. No, sir, the ship's papers belonged to me.

Q. He never told you that he was master?

A. No, sir.

Q. Did you ever see his name on the ship's papers as master prior to here in court?

A. No, never before, excepting here.

Q. Now, when you first sent for him after the seizure of the boat whereabouts did you leave word?

A. I went to his home, 1603 Alamedas street, Long Beach, and he was not at home, and his father and mother were home, and of course, they were sorry for what happened. I waited a long time, and had supper with his father and mother, and they asked me to stay. He did not come. I left word there I wanted to see him. He came up a couple of days after to see me.

Q. Where? A. Los Angeles.

Q. When you saw him, did he say anything about your having known of the trip? A. No, sir.

Q. Didn't say a word about it? A. No, sir.

Q. What did he say?

A. He told me all right, like a man would tell me, he said, "I took a chance to help you. I realize you

(Testimony of William L. Sassaman.)

did a whole lot, I took a chance to make some money to pay Singleton.” [161]

Q. That is, he took the chance to help you out because you had done a lot? A. Yes, sir.

Q. What did he mean?

A. I had worked a lot to get a loan to pay the creditors, if we did not pay them, they would attach the vessel.

Q. Did he speak at all as if you had known about the trip? A. No, sir.

Q. What did he say when you first met him?

A. I could not tell you the conversation, just related to that; I understand this much, if I am allowed to say so, that Pettenger did try to help me out this way, which he said he did; because I had been working to get a loan from Singleton to pay off the creditors and he told me so. I am a man that would not—

Mr. HETTMAN.—(Intg.) That is immaterial, these side statements.

Mr. LLOYD.—Q. But did you know he was going to do it? A. No, sir, I did not.

Q. State whether or not Pettenger ever said to you, “We will get all the fucking coming to us”?

A. Mr. Pettenger did not relate to any Mexican trip or anything at all to me; that is, the statement he made was in the engine-room on one of the Sundays we were running to the Chinese junks, I was down there talking to him, I well remember the place, we were coming into the harbor, and I went down and talked to him, and he told me across the engine, he said in reference to these creditors—I don’t want you

(Testimony of William L. Sassaman.)

to mistake me in that—he said in reference to these creditors, “We were going to get all the fucking coming to us from these creditors,” meaning we could not pay them. I told him we would not, I said, “I could get Mr. Singleton to advance the money.”

Q. That did not have anything to do with this trip?

A. No, sir, nothing at all. [162]

Mr. HETTMAN.—We move that all that go out.

Mr. LLOYD.—All portions of that statement be stricken out.

The COMMISSIONER.—Yes.

Mr. LLOYD.—This question seems to have narrowed down to the question of what happened after the signing of this paper, and I am going to suggest, if it is within our powers here and if you are willing to allow these young men to ask each other questions while they are face to face, to see if we cannot determine what happened.

The COMMISSIONER.—That is not a regular way of proceeding. We have the statement here of Mr. Pettenger, and I was particular to interrogate him myself as to what was actually said, and we have gone over it several times, and he said it was about an hour after the signing of this agreement when he approached Mr. Sassaman and told him that he had a chance proposition, as he puts it. He said that he said nothing more to him. Then Mr. Sassaman said to him to go ahead and use the boat.

Mr. LLOYD.—We will not press that suggestion, then.

The COMMISSIONER.—We are confronted here

(Testimony of William L. Sassaman.)

with the proposition one witness says he made the statement, and the other denies that he made it.

Mr. LLOYD.—Q. How long, all told, were you at Bradner's office on the 26th day of December?

A. About five minutes.

Q. All told? A. Yes, sir, that is all.

Q. Was that the only time you had a conversation with Pettenger? A. That is all.

Q. On the 26th? A. Yes, sir.

Q. Did you see him about an hour after that?

A. No, sir.

Q. Or at all? A. No, sir, not at all.

Mr. LLOYD.—That is all. [163]

Cross-examination.

Mr. HETTMAN.—Q. Mr. Sassaman, you realize that you are under oath, do you not?

The COMMISSIONER.—There is no use going into that.

Mr. HETTMAN.—Q. When you drew up this paper, you were originally the master?

A. I did not draw it up.

Q. When you went there and signed up as master, you signed that on the 22d day of May?

A. I was not there. The papers were specially given to me by Mr. Morrow, for the "Calypso."

Q. You knew that you were master on the 22d day of May, didn't you? A. The 22d day of May?

Q. Yes? A. Most assuredly.

Q. Later on, you knew that Dickason was acting as master?

A. Yes, sir, certainly, I agreed he should be.

(Testimony of William L. Sassaman.)

Q. You agreed that the papers should be transferred to his name? A. Yes, sir.

Q. You also agreed that Lopes should become master? A. Yes, sir.

Q. Later on you agreed that Castle should become master?

A. Yes, sir, I was with Castle on the boat.

Q. And you saw the papers in his name?

A. Castle's name?

Q. Yes? A. Yes, sir.

Q. Later on, you knew that Castle had gone to Montana? A. No, sir, I did not.

Q. You learned sometime later that he had gone?

A. No, sir, I did not.

Q. When did you first learn that he had gone to Montana? A. In this court, on the 2d of April.

Q. Where did you think he was all the time?

A. In San Pedro.

Q. In what place in San Pedro?

A. I don't know where he lives, I used to see him around the water front and out on different boats.

[164]

Q. When Mr. Pettenger came to you on or about the 1st day of December and told you that he had transferred those papers in his name, do you remember you made some objection to it, but you did not make any attempt to re-transfer them to anyone else?

A. He never told me they were in his name on the first day of December, or at any other time.

Q. You realize you are under oath. You place

(Testimony of William L. Sassaman.)

your oath above dollars and cents?

A. Yes, sir, I certainly do.

Q. You would not jeopardize your interests under oath to save your money interest in this boat?

A. No, sir, I hold money too lightly for that.

Q. Let us hope so. Is it not a fact, that Mr. Pettenger came to you and in that conversation told you that those ship's papers were transferred in his name?

A. He did not, most assuredly; I am certain of it right here and say so in this court.

Q. And you objected to the transfer but no attempt was made to re-transfer it.

A. I did not know that they were in his name at any time.

Q. When he went to San Diego, and did not come to that creditors' meeting, when he came back and said he went down there with a charter party, you knew at that time he had gone down there to make the trip? A. No, sir.

Q. You realized that when he told you; when you saw him?

A. I says, "You cannot do that now, you are in for a great deal." I was sick of the whole thing, and I am not afraid to tell the truth in this court.

Q. You had that drawn up?

A. That was drawn up for the creditors' meeting.

Q. On the 26th day of December, after you had drawn up that subsequent contract, is it not a fact that Mr. Pettenger went over in [165] the barnyard with you, and you went over there too fix up

(Testimony of William L. Sassaman.)

your account, and while there you and Pettenger had a talk about the trip to Mexico?

A. Mr. Pettenger will agree he never went with me to the barnyard of the Los Angeles Creamery Company or any other barnyard.

Q. You heard his testimony? A. I did.

Q. You knew very well at the creditors' meeting you had to get some money to pay the creditors, and you did not care how you got it. Is not that a fact?

The COMMISSIONER.—Proceed in order.

Mr. HETTMAN.—I want to get at the facts.

Q. Is it not a fact that you were talking with Pettenger, and you said you didn't care how he got the money, just so he got it?

A. I had no such conversation, and I can explain to you as an American citizen in this State, I did not have any conversation with him.

Q. You were anxious to have the boat make some money? A. I had the boat paid up.

Q. On what?

A. Mr. Singleton would go on my note.

Q. What were you going to do with the boat?

A. I was waiting for the Catalina season to open.

Q. You were going to make some money?

A. When the season opened.

Q. You were working pretty hard?

A. I had been working that way for six years.

Q. You did not have time to take the boat out?

A. Every time we had a trip, I was on the boat. I was on the boat every day.

Q. You did not have a chance to take the boat out

(Testimony of William L. Sassaman.)

to make some money? A. Yes, sir.

Q. At what hours?

A. Any time we had a trip on. I was trying to arrange for a trip to go to Guadalupe Island, but the [166] creditors could not get any papers to get into Mexico waters to make this trip. If we had made the trip we could get plenty of money; we could have sent 5000 goat skins.

Q. You realized Mr. Pettenger was your partner?

A. Yes, sir.

Q. While you were busy driving the wagon, he was running the boat? A. I was working with him.

Q. He was engineer and master?

A. He was not master. He was engineer for me; I was master.

Q. Where were you driving the wagon?

A. Mr. Pettenger was on the boat. I took the boat out every Sunday, week-day and holiday from the time the boat was built until I put another master on.

Q. How could you be master when Lopes, Dickason and Castle were masters?

A. I put them on. I went out still with him. I was managing owner and could take the boat at any time.

Q. You realize the difference between the master and managing owner? A. Certainly.

Q. Bear it in mind, then.

The COMMISSIONER.—We are not getting anywhere. Confine the cross-examination to what the witness testified.

(Testimony of William L. Sassaman.)

The WITNESS.—There is another fact—

Mr. HETTMAN.—Q. Never mind volunteering any information.

The WITNESS.—Why don't they allow the truth?

Mr. HETTMAN.—That is what we are trying to get at here. We want to hear the truth.

The WITNESS.—That is what I would like to have a chance to tell. If the Court please—

Mr. HETTMAN.—Never mind that.

The COMMISSIONER.—There is no use volunteering anything. The district attorney will bring out the facts.

Mr. HETTMAN.—Q. Is it not a fact that on the 26th day of December you had a talk with Mr. Pettenger, in which you wanted [167] to make the boat earn some money? A. No, sir.

Q. Is it not a fact that Mr. Pettenger came to see you on that morning, and you had these papers signed, and you asked him how much money he made on the trip to San Diego?

A. I asked him what he made, and he told me he made running expenses.

Q. Were you worried about the boat making money?

A. The boat was paid up. The boat was all right until spring.

Q. You had creditors? A. No, sir.

Q. What about Mr. Singleton?

A. He says, "You don't need to give me a mortgage"; he says, "Give me your note, Billy." That is all he asked for, and he has no mortgage today.

(Testimony of William L. Sassaman.)

Q. You wanted the boat to be a profit, and not a loss? A. Most assuredly.

Q. And you had Pettenger aboard the ship, there, working as master and running this boat on little trips, trying to make some money to keep her in repairs until the season opened up?

A. No, sir, I did not.

Q. In that barnyard you heard Mr. Pettenger tell you, he came to you and he said, "I have a proposition to go to Mexico to make some money," and he says in his statement, "Will you put up your boat against my liberty," and he says you agreed to that?

A. I swear in this court that I made no such statement, and that Morris did not make it to me; that he did not see me in the barnyard on the 26th day of December.

Q. Anywhere else did he say those things to you?

A. I was only five minutes in the law office.

Q. Did he make that statement?

A. He did not.

Q. You emphatically deny any such statement?

A. All the statements he made.

Mr. HETTMAN.—That is all.

Mr. LLOYD.—Here are some letters of October 17, 22d, 31st, [168] and December 13th, from Mr. Singleton to Sassaman. We would like to put those in evidence.

Mr. HETTMAN.—I object to their going in. I don't see what Mr. Singleton has to do with the case at all. The only question here is, was Pettenger acting as master when he brought these Chinese up here

in March, 1914. I think this is simply burdening the record with a lot of immaterial matter.

Mr. LLOYD.—It shows his good faith in going after money from Mr. Singleton, instead of going after Chinamen. It shows exactly what his frame of mind was.

Mr. HETTMAN.—I object to it going into the record.

The COMMISSIONER.—The objection is sustained.

Testimony closed.

[Endorsed]: Filed June 15, 1914. W. B. Maling, Clerk. By C. W. Calbreath, Deputy Clerk. [169]

In the District Court of the United States for the Northern District of California, First Division.

#15,522.

THE UNITED STATES OF AMERICA,

vs.

The Gasoline Launch "CALYPSO," Her Boats,
Tackle, Apparel, Furniture and Cargo.

**Report and Findings of Fact of United States
Commissioner.**

To the Honorable, The District Court of the United
States for the Northern District of California,
First Division.

I, the undersigned United States Commissioner
to whom this cause was referred to take the proofs
and to ascertain and report the facts on the issues

joined therein, and which by stipulation at the hearing, is made to include matters affirmatively set up in the answers of the respective intervenors and claimants, do hereby report that I was attended and the proceedings were had as set forth in the testimony accompanying this report, and which is made a part hereof, and

After a careful consideration of the evidence aduced before me, I find the facts to be as follows:

1. That at all the times mentioned in the pleadings herein and for a long time prior thereto, the gasoline launch "Calypso," her boats, tackle, apparel and furniture, were the property of one William L. Sassaman and one Morris Pettenger, and that said Sassaman and Pettenger owned said vessel, her boats, tackle, apparel and furniture in the following proportions, to wit: William L. Sassaman an undivided five-sixths thereof, and Morris Pettenger an undivided one-sixth thereof. [170]

2. That said gasoline launch "Calypso" has been seized by the United States Marshal for the Northern District of California, and is now in his custody and control under and by virtue of proceedings had in this cause.

3. That on the 16th day of January, 1914, the said gasoline launch "Calypso" arrived in the United States at the port of Monterey in the State and Northern District of California from a foreign port, to wit, a port in the Republic of Mexico, and said gasoline launch at said time and place had on board as master thereof, the above-mentioned Morris Pettenger.

That at the time said gasoline launch "Calypso"

landed in the said port of Monterey as aforesaid, she had on board sixteen Chinese passengers. That the said Morris Pettenger, master as aforesaid, knew that said Chinese passengers were on board said vessel and said Morris Pettenger, master as aforesaid, knowingly and wilfully failed, neglected and refused to deliver a manifest of any kind or character pursuant to law or otherwise, of the cargo of said vessel, to any person or persons whatsoever, and did likewise at said time and place, knowingly and wilfully fail, neglect and refuse to make any report of any kind of the entry of said vessel in said port pursuant to law.

4. That particularly, the said Morris Pettenger, master of said gasoline launch "Calypso" as aforesaid, did knowingly and wilfully fail, neglect and refuse to deliver and report, or deliver or report, to immigration Inspector of the United States, Wm. H. Chadney, in charge of the district in which said vessel had arrived, before landing or permitting to land any of said Chinese passengers, a separate list, or any list, of all or any of the Chinese passengers then on board of said vessel, who had been taken on board thereof [171] at a port in the Republic of Mexico, and likewise the said Morris Pettenger, master as aforesaid, knowingly and wilfully failed, neglected and refused to deliver to said immigration inspector in charge of said district, a list, or any list, of any passengers on board as aforesaid, in violation of the provisions of section 8 of the Act of Congress of May 6th, 1882, as amended by the Act of Congress of July 5th, 1884.

5. That said Morris Pettenger, who was then and there the master of said gasoline launch "Calypso," as aforesaid, did, on or about the 12th day of January, 1914, from a place known as Sales Reyes near the port of Ensenada in the Republic of Mexico, take on board said vessel sixteen Chinese passengers, the names of whom are unknown, and did then and there transport the said Chinese passengers to the United States of America by means of said gasoline launch "Calypso," and did, on the 16th day of January, 1914, in violation of law, land the said sixteen Chinese passengers in the United States of America, at the port of Monterey in the State and Northern District of California, from said vessel, and did so land said Chinese passengers from said vessel before the Chinese inspector in charge of the district in which said vessel arrived, or his deputy, or any other officer of the United States, had proceeded to examine, or had a chance to examine such Chinese passengers, or any of them, touching their right to be allowed to land in the United States, all of which was in violation of the provisions of section 9 of the Act of Congress of May 6th, 1882, as amended by the Act of Congress of July 6th, 1884.

6. That the said Morris Pettenger, who was then and there the master of the said gasoline launch "Calypso" as aforesaid, did unlawfully, wilfully and knowingly aid and abet the landing in the United States from said vessel, of sixteen Chinese passengers, the [172] names of whom are unknown and who were not legally entitled to enter the United States because they had not proved their right to

enter the said United States to the satisfaction of any proper officer of immigration of the United States, and at a time when said Chinese passengers had not been admitted to the United States by any officer of immigration of the United States pursuant to law, in violation of section 11 of the Act of Congress of May 6th, 1882, as amended by the Act of Congress of July 5th, 1884.

And I do further find, touching the issues made by the answer and amended answer of Wm. L. Sassaman and Wm. H. Singleton, as follows:

1. That on the 16th day of January, 1914, and for a long time prior thereto, and at all times herein mentioned, Wm. L. Sassaman was the owner of a five-sixth interest in the gasoline launch "Calypso," her boats, tackle, apparel and furniture, and the other undivided one-sixth interest was, during the same time, owned by Morris Pettenger.

2. That Morris Pettenger was, on the 16th day of January, 1914, and at all times informed of in this libel, the master of said gasoline launch "Calypso," and authorized to act as master of such vessel.

3. That said Morris Pettenger was the master of said vessel as alleged in the libel, and that said Morris Pettenger was acting as master of said vessel and did the acts informed of in the libel at the time he was the master of said vessel, and acting as such, and during all of said times informed of in the libel, the said Morris Pettenger was acting with the consent and knowledge of claimant, Wm. L. Sassaman, but without the knowledge or consent of the intervenor Wm. H. Singleton.

And in this behalf, I further find, that at the time of the [173] voyage alleged in the libel, and at the times of the acts informed of therein, the said vessel was not stolen from Wm. L. Sassaman, or any other person, but the said vessel was, at all times during said voyage informed of in the libel, being navigated by Morris Pettenger as master thereof, with the knowledge and consent of the said claimant, Wm. L. Sassaman.

4. That said Wm. H. Singleton has a *bona fide* claim of thirty-four hundred dollars, for advances, supplies and repairs, furnished for, and used in and for said vessel, and that on December 23, 1913, the said Wm. H. Singleton was entitled to have executed to him by Wm. L. Sassaman and Morris Pettenger, a mortgage upon said vessel for the sum of thirty-four hundred dollars, with interest at eight per cent per annum, with the right to have delivered to him a policy of insurance of five thousand dollars, upon said vessel.

5. That on the 23d day of December, 1913, the said gasoline launch "Calypso" was heavily in debt and tied up in the inner harbor of Long Beach and it was expressly agreed by and between the said Wm. L. Sassaman and said Morris Pettenger that said Pettenger had no authority to make any contract concerning said "Calypso," or take said vessel out on any trip without a permit from said Wm. L. Sassaman, and would borrow no money, nor give any personal note on the "Calypso" at any time, and not to employ a crew without a permit from said Wm. L. Sassaman, and that under no circumstances should

the ship's papers be transferred to any one except by Wm. L. Sassaman, and that said Wm. L. Sassaman was the managing owner of said "Calypso."

But, I further find, that on the said 23d day of December, 1913, the ship's papers had already been transferred to the said Morris Pettenger, and the said Morris Pettenger was then and there the registered master of said vessel, and that said Wm. L. Sassaman [174] on said day, and prior thereto, and continuously and at all times subsequent thereto, had knowledge of the fact that the said Morris Pettenger was the registered master of said vessel.

5. That said Wm. L. Sassaman gave his consent and permission to the said Morris Pettenger to operate and navigate said vessel on the trip or voyage which brought about her seizure as aforesaid.

6. That on or about the 24th day of November, 1913, said Morris Pettenger did, without the knowledge of the said Wm. L. Sassaman, secure a transfer of the ship's papers to himself, and did cause himself to be named as master of said vessel by the United States Collector of Customs at San Pedro, California, and that while the said Wm. L. Sassaman did not have knowledge of the act at the time it was done, he did thereafter, and prior to the making of the voyage informed of in the libel herein, know that the transfer had been made, and that the said Morris Pettenger with the consent and permission of the said Wm. L. Sassaman operated and navigated the said vessel as the master thereof during the times informed of in the libel herein.

7. I further find that the said Wm. L. Sassaman

did not discover the fact that the ship's papers had been transferred to Morris Pettenger on the 7th day of March, 1914, but on the contrary find that prior to the time of the making of the voyage informed of in the libel, the said Wm. L. Sassaman had knowledge of the transfer of the ship's papers to the said Morris Pettenger.

8. I further find that the claim of Wm. H. Singleton is *bona fide* and just in that the said Wm. H. Singleton had no part in any of the matters informed of in the libel. It is, however, not attempted to find that the said Wm. H. Singleton is entitled to any right whatever as against the United States of America in said vessel. [175]

Touching the issues raised by the petition in intervention of the Los Angeles Creamery Company, a corporation, I do find as follows:

1. That the said intervenor has *bona fide* claims for the principal sum of \$500, evidenced by a promissory note secured by a chattel mortgage against said vessel, bearing date April 30th, 1913, and also by a promissory note secured by a second chattel mortgage against said vessel, bearing date September 16th, 1913, for the principal sum of \$300, the whole amount unpaid on said notes being \$760, and the sum of \$760 remains due and unpaid on said promissory notes, and likewise sundry installments of interest are due and unpaid on said notes, according to the terms and tenor thereof, and such sums are secured by chattel mortgages duly executed and recorded as set forth in the petition in intervention against the vessel herein. It is not intended to find, however,

that these claims are of any value as against the United States of America.

I further submit as a part of this report and findings the testimony taken at the hearings and also the briefs of respective counsel herein.

All of which is respectfully submitted.

FRANCIS KRULL, [Seal]

United States Commissioner, Northern District of California.

Dated June 15, 1914.

[Endorsed]: Lodged Jun. 15, 1914. W. B. Mal-
ing, Clerk. By C. W. Calbreath, Deputy Clerk.

Presented in open court and filed Jun. 26, 1914.

W. B. MALING,
Clerk.

By Lyle S. Morris,
Deputy Clerk. [176]

*In the District Court of the United States, in and for
the Northern District of California, First Divi-
sion.*

IN ADMIRALTY.—No.15,522.

THE UNITED STATES OF AMERICA,

vs.

The Gasoline Launch "CALYPSO," Her Boats,
Tackle, Apparel, Furniture and Cargo.

Exceptions to Report of Commissioner.

The claimants and intervenors William L. Sassaman, William L. Singleton and Los Angeles Creamery Company hereby object and except to the report of the Commissioner made and filed herein and say

that there is manifest error in the following particulars:

1. That it is uncertain under the order of reference and stipulation herein what the power, authority and jurisdiction of said commissioner is; and that it does not appear that the Commissioner was sworn to try said cause or had authority or jurisdiction to try said cause.

2. That the Commissioner erred in attempting to report upon the facts herein and in asking a stipulation that he should find the facts herein.

3. That the question as to who is master of the "Calypso" is a question of law and not of fact herein, and that said Commissioner erred in attempting to treat said question as a question of fact in the manner found by him.

4. That the Commissioner erred in mingling questions of fact and questions of law herein.

5. That the Commissioner erred in concluding what were questions of fact herein.

6. That there is no evidence to support that portion of paragraph "3," page 2, which finds that Morris Pettenger was master [177] of said "Calypso."

8. That there is no evidence to support that portion of paragraph "4," page 3, which finds that Morris Pettenger was master of said "Calypso."

9. That there is no evidence to support that portion of paragraph "5," pages 3 and 4, which finds that Morris Pettenger was master of said "Calypso."

10. That there is no evidence to support that portion of paragraph "6," page 4, which finds that Mor-

ris Pettenger was master of said "Calypso."

11. That there is no evidence to support paragraph "2," page 5, or any portion of the report, which finds:

"2. That Morris Pettenger was, on the 16th day of January, 1914, and at all times informed of in this libel, the master of said gasoline launch "Calypso," and authorized to act as master of such vessel."

or finds to that effect; but on the contrary the evidence shows (Deposition of Pettenger, page 5, and Claimants' Exhibit A) that said Pettenger was precluded and prohibited from acting as master of the "Calypso," and was without authority so to do by reason of his having executed an agreement, dated December 23d, 1913, in words and figures as follows:

"This amendment made this twenty-third day of December, 1913, in consideration that Wm. H. Singleton agrees to pay promissory notes to the amount of \$3400.00 which amount clears the indebtedness of the "Calypso." I, William L. Sassaman, and I, Morris Pettenger, agrees to give said Wm. H. Singleton a mortgage on the "Calypso" for the amount of \$3400.00 with interest at 8%, and deliver to Wm. H. Singleton the insurance policy which amounts to \$5000.00, and further, that I, Morris Pettenger agrees to make no contracts or take the "Calypso" out on any trip without a permit from Wm. L. Sassaman, also that I, Morris Pettenger, agrees to borrow no money or give any personal note at any time on the "Calypso." It is also agreed that I, Morris [178] Pettenger, shall not employ a crew without

a permit from Wm. L. Sassaman, and under no circumstances shall the ship's papers be transferred to anyone except by W. L. Sassaman.

WM. L. SASSAMAN.

MORRIS PETTENDER,

Witnessed by Louise E. Grimaud."

12. That there is no evidence to support that portion of paragraph "3," page 5, which finds that Morris Pettenger was master of said "Calypso."

13. That there is insufficient evidence to support that portion of paragraph "3," page 5, which finds that Morris Pettenger was acting with the knowledge and consent, or knowledge or consent of Wm. L. Sassaman; or that portion which finds that said vessel was not stolen from Wm. L. Sassaman; or that finds that said vessel was being navigated by Pettenger with the knowledge and consent, or knowledge or consent of Sassaman.

14. The findings are conflicting and uncertain in that the Commissioner finds:

"That on the 23d day of December, 1913, the said gasoline launch "Calypso" was heavily in debt and tied up in the inner harbor of Long Beach and it was expressly agreed by and between the said Wm. L. Sassaman and said Morris Pettenger that said Pettenger had no authority to make any contract concerning said "Calypso," or take said vessel out on any trip without a permit from said Wm. L. Sassaman, and would borrow no money, nor give any personal note on the "Calypso," at any time, and not to employ a crew without a permit from said Wm. L. Sassaman, and that under no circumstances should

the ship's papers be transferred to anyone except by Wm. L. Sassaman, and that said Wm. L. Sassaman was the managing owner of said "Calypso."

and also finds that Pettenger was master of the "Calypso."

15. That the Commissioner erred in deciding, and was without jurisdiction to decide, after finding that Morris Pettenger had been registered as master of the "Calypso," without the knowledge or consent of Sassaman, that the agreement mentioned in paragraphs [179] 11 and 14 of these exceptions did not prohibit Pettenger from acting as master of the "Calypso."

16. That the Commissioner made an erroneous decision in deciding in paragraph "5," page 7:

"That said Wm. L. Sassaman gave his consent and permission to the said Morris Pettenger to operate and navigate said vessel on the trip or voyage which brought about her seizure as aforesaid."

and in deciding in paragraph "6," page 7:

" * * * that the said Morris Pettenger with the consent and permission of said Wm. L. Sassaman operated and navigated the said vessel as the master thereof during the times informed of in the libel herein."

That there is insufficient evidence to support said findings.

That said finding (paragraph 5 above) is uncertain in that it cannot be determined therefrom whether said Sassaman had knowledge of the illegal part of the trip or voyage which brought about the seizure of the "Calypso." That there is no evidence

to support the finding that William L. Sassaman consented to any illegal trip or voyage of the "Calypso" or consented to any trip or voyage whatever after the signing of the agreement mentioned in paragraphs 11 and 14 of these exceptions.

17. That the evidence is wholly insufficient to support the finding that Sassaman discovered the fact that the ship's papers had been transferred to Morris Pettenger prior to the time of the making of the voyage informed of in the Libel.

18. That said report is insufficient and incomplete in that the Commissioner does not find whether the Los Angeles Creamery Company is an innocent and *bona fide* owner of the mortgages mentioned on page 8 of said report. [180]

19. That said report is wholly insufficient and incomplete in that said Commissioner does not find whether or not William L. Sassaman was a party to the smuggling trip of Morris Pettenger or consented to the same as such, or consented to any taking out of the "Calypso" after December 23d, 1913, the date of the agreement whereby Pettenger agreed not to take the boat out. This is vital to the case and should be found upon explicitly. The only evidence herein that in any way connects Sassaman with the smuggling trip is the statement of Pettenger that he got Sassaman's permission. Pettenger admits the word "Chinese" was not used and says that he made his arrangement about one hour after signing the agreement not to take the "Calypso" out. We refer to Transcript pages 77, 78, 79 and the evidence quoted on pages 2, 3, 4, 5 and 6 of Intervenor's clos-

ing brief filed with Commissioner and submitted with his report herein. Pettenger states the conversation was had at the barnyard of the Los Angeles Creamery Company (Transcript pages 77, 78 and 79). This is flatly denied by Sassaman (Transcript page 89). The uncontradicted evidence of Pettenger is insufficient to show any consent or knowledge on the part of Sassaman with reference to a smuggling deal, and as read in the light of the circumstances of the case is wholly insufficient to support such a finding. The written agreement was not departed from. We believe Pettenger never went to the barnyard on December 26th, 1913, at which place and time he testified this single vital conversation took place. In support of this contention and of the fact that Sassaman has acted in the highest good faith, with reference to the "Calypso," we attach hereto and make a part of these exceptions, affidavits of the following persons: [181]

John F. Giffin.

Charles A. Farron.

William H. Elder.

George M. Harrison.

E. H. O'Brian.

W. F. Mahar.

Joseph Adams.

Ira T. Henderson.

Claimants and Intervenors respectfully ask that said report be not confirmed, but rejected and set aside; that the Court hear the questions of mixed law and fact involved herein, and that additional evidence be taken herein to cover the questions raised by the affidavits attached to these exceptions, and for such other and further orders and relief in the

premises as may be meet.

Respectfully submitted.

BLACK & CLARKE.

LLOYD, CHENEY & GEIBEL,

Proctors in Admiralty for William L. Sassaman,
William H. Singleton and Los Angeles Creamery
Company, Claimants and Intervenors. [182]

*In the District Court of the United States, in and for
the Northern District of California, First Division.*

IN ADMIRALTY—No. 15,522.

THE UNITED STATES OF AMERICA,

vs.

The Gasoline Launch "CALYPSO," Her Boats,
Tackle, Apparel, Furniture and Cargo.

**Affidavit of John H. Giffin on Application for
Taking of Additional Evidence.**

State of California,

County of Los Angeles,—ss.

JOHN H. GIFFIN, being first duly sworn, deposes and says:

My age is 67 years. I reside at 512 East Sixteenth Street, Los Angeles, California, and have worked for the Los Angeles Creamery Company for about five years. I take care of horses from about 4:30 A. M. to 4:30 P. M.

I have known William L. Sassaman for a little over five years.

I know Morris Pettenger by sight. I was work-

ing for the company at its big barn on San Pedro Street, Los Angeles, California, during December, 1913. That is the only barn of the company where Sassaman or Pettenger ever worked, and that is where Sassaman had his room.

I saw Sassaman the day after Christmas, 1913, I think it was about 8:30 in the morning, his usual time of coming in with his wagon when he was not collecting. I remember that day he told me he had been up to Beaumont the day before, which was Christmas, and for me to tell old Mr. Daniels that he had everything fixed up [183] all right. Daniels was a man who had worked for Mr. Sassaman, and Mr. Sassaman owed him money. He told me he had gotten a note and was going to get the money. I don't think I saw Sassaman later that day.

I did not see Pettenger that day at all. I hadn't seen him before that day for some time, and I don't believe I saw him until quite a while after. I would likely have seen him if he had come to the barn.

JOHN H. GIFFIN.

Subscribed and sworn to before me this 3d day of July, 1914.

[Seal]

C. K. SCHADE,

Notary Public in and for the County of Los Angeles,
State of California. [184]

*In the District Court of the United States, in and for
the Northern District of California, First Division.*

IN ADMIRALTY—No. 15,522.

THE UNITED STATES OF AMERICA,

vs.

The Gasoline Launch "CALYPSO," Her Boats,
Tackle, Apparel, Furniture and Cargo.

**Affidavit of William H. Elder on Application for
Taking of Additional Evidence.**

State of California,

County of Los Angeles,—ss.

WILLIAM H. ELDER, being first duly sworn,
deposes and says:

My age is 32 years. I reside at 686 East Forty-fifth Street, Los Angeles, California. I am foreman of the barn and blacksmith shop, of the Los Angeles Creamery Company. I have worked for said company, and before that for Bell-Vernon Farms Company, about ten years, and have known William L. Sassaman for about ten years.

I was on duty at the large barn of the company during December, 1913, my hours of work being from seven A. M. until 5 P. M. I remember about Sassaman going to Singleton's place at Beaumont and coming back on the morning after last Christmas. He came in close to eight o'clock,—it might have been half an hour either way. While he was unhitching his horses I was talking to him. He told

me that he had been out there and got it straightened up, that he was going to save the boat. That was the next morning after Christmas.

I saw him again in the afternoon of that day. He came to the blacksmith shop to settle for some work we had done for the [185] boat. He said he had a note from Mr. Singleton for it, and I told him I didn't have anything to do about that part, to take it to Mr. Henderson, the manager of the company, at the office. Then he said he was going to bed. Pettenger was not with him.

I know Morris Pettenger, and have known him for about two years. I didn't see him at all on that day (the day after Christmas, 1913).

Sassaman was at that time sleeping in a room just above the blacksmith shop, right next to the harness shop. He was upstairs in the harness shop when he offered me this note. This is next to his bedroom. He told me he was going to bed. After he offered me the note I didn't see him any more that day. I think I would have seen him if he had come down or been about. In my position I generally saw what was going on, and was about the barn all that day. I think Sassaman did not come down again until he took his wagon out the next morning about two o'clock, when I would be off duty.

The barn and yard where I worked had only one entrance, on San Pedro Street, through which all wagons and employees went, and it was easy for me to see all who came and went.

WILLIAM H. ELDER.

Subscribed and sworn to before me this 3d day of July, 1914.

[Seal] C. K. SCHADE,
Notary Public in and for the County of Los Angeles,
State of California. [186]

*In the District Court of the United States, in and for
the Northern District of California, First Division.*

IN ADMIRALTY—No. 15,522.

THE UNITED STATES OF AMERICA,

vs.

The Gasoline Launch "CALYPSO," Her Boats,
Tackle, Apparel, Furniture and Cargo.

**Affidavit of E. J. O'Brian on Application for Taking
of Additional Evidence.**

County of Los Angeles,—ss.

State of California,

E. H. O'BRIAN, being first duly sworn, deposes and says:

My age is 59 years, and I reside at 178 West Thirty-sixth Place, Los Angeles, California.

I have worked for the Los Angeles Creamery Company for three years in October. I got acquainted with William L. Sassaman a couple of weeks after I got there and began work. My work is blacksmithing.

I was working for the company December, 1913, in their shop about 75 feet back from San Pedro Street and about 40 feet from the company's big

barn. Sassaman's room was directly over my blacksmith shop. I worked from seven A. M. to five P. M., and working that day after Christmas, 1913.

I would see Sassaman nearly every day when he came to wash. The wash basins were between the automobile shop and the blacksmith shop.

I know Morris Pettenger well. The last time I saw him was a few days before he went up to receive his sentence. I saw him then in the blacksmith shop.
[187]

I did not see him at all on the day after Christmas, 1913. I would likely have seen him if he had been about the shop or barn because he very seldom came about the place without he came to the blacksmith shop from the automobile shop.

E. H. O'BRIAN.

Subscribed and sworn to before me this 3d day of July, 1914.

[Seal]

C. K. SCHADE,

Notary Public in and for the County of Los Angeles,
State of California. [188]

*In the District Court of the United States, in and
for the Northern District of California, First
Division.*

IN ADMIRALTY.—No. 15,522.

THE UNITED STATES OF AMERICA,

vs.

The Gasoline Launch "CALYPSO," Her Boats,
Tackle, Apparel, Furniture and Cargo,

**Affidavit of Joseph Adams, on Application for
Taking of Additional Evidence.**

State of California,
County of Los Angeles,—ss.

JOSEPH ADAMS, being first duly sworn, deposes and says:

My age is 29 years. I reside at 1427 E. 22nd Street, Los Angeles, California.

I have worked for the Los Angeles Creamery Company, taking care of horses, for two years, and have known William L. Sassaman about two years.

I know Morris Pettenger by sight. I was working the day after Christmas, 1913. I took care of Sassaman's horses that day. He got in between eight and nine o'clock—around there. I did not see Pettenger that day at all. I was about the barn all that day. I would likely have seen Pettenger if he had been about the barn that day. If he came through the yard I would surely have seen him. That would have been his usual way of coming in.

The last time I saw Pettenger was a good while before last Christmas.

JOSEPH ADAMS.

Subscribed and sworn to before me this 3d day of July, 1914.

[Seal]

C. K. SCHADE,

Notary Public in and for the County of Los Angeles,
State of California. [189]

In the District Court of the United States, in and for the Northern District of California, First Division.

IN ADMIRALTY.—No. 15,522.

THE UNITED STATES OF AMERICA,

vs.

The Gasoline Launch "CALYPSO," Her Boats,
Tackle, Apparel, Furniture and Cargo,

**Affidavit of Charles A. Farron on Application for
Taking of Additional Evidence.**

State of California,

County of Los Angeles,—ss.

CHARLES A. FARRON, being first duly sworn,
deposes and says:

My age is 42 years. I reside at 1010½ San Pedro Street, Los Angeles, California.

I was working for the Los Angeles Creamery Company December, 1913, washing wagons.

I have known Wm. L. Sassaman three years October 24th.

I know Morris Pettenger. He worked in the automobile shop. I have seen him around there for about two years.

I was working the day after Christmas.

My hours are from 7 A. M. to 5 P. M. I have been with the company going on three years in October.

I saw Sassaman that day. I take his wagon every day when he comes in. He got in between the hours of eight and nine, I couldn't say exactly when. I took his wagon that day and washed it.

All I know about his going to Beaumont to see Mr. Singleton is that when he came in the day after Christmas I was joshing [190] him about celebrating Christmas. He said he had been out to Singleton's and that he was going to bed, that he was all in.

I did not see Morris Pettenger that day. I was about the barn all day and if he had been up through that yard I would have seen him.

I saw Sassaman in the yard that day when he got back—and went to bed. Pettenger was not with him. I should judge it was close to eleven o'clock.

I don't think I saw Pettenger for quite awhile before Christmas, 1913, and have seen him only once since, I think it was about April or May last that I saw him.

CHARLES A. FARRON.

Subscribed and sworn to before me this 3d day of July, 1914.

[Seal]

C. K. SCHADE,

Notary Public in and for the County of Los Angeles,
State of California. [191]

*In the District Court of the United States, in and
for the Northern District of California, First
Division.*

IN ADMIRALTY.—No. 15,522.

THE UNITED STATES OF AMERICA,

vs.

The Gasoline Launch "CALYPSO," Her Boats,
Tackle, Apparel, Furniture and Cargo.

**Affidavit of George M. Harrison on Application for
Taking of Additional Evidence.**

State of California,
County of Los Angeles,—ss.

GEORGE M. HARRISON, being first duly sworn,
deposes and says:

My age is 32 years, and I reside at 1557 Myrtle Avenue, Glendale, California.

I have worked for the Los Angeles Creamery Company five years. During December, 1913, I was time keeper and assistant to the manager in the automobile department.

I have known William L. Sassaman three years, and know Morris Pettenger.

I did not see Morris Pettenger on the day after Christmas, 1913. I was at work on that day. I saw Sassaman when he came in off his route that day, the usual time at which he comes off the job in the forenoon.

He and I talked some about the "Calypso" affairs that day. I remember talking with him in regard to his going to Singleton's in regard to his getting notes or a loan. After he put up his horses, as I remember, he said something about going up town and signing this note, to Singleton's. I saw him after he got [192] back from his attorneys' office. I did not see Pettenger around there with him. I did not see Pettenger that day at all.

I can't give the conversation exactly. As I remember the affair, Sassaman owed us an account for labor and material for the boat and he told me that

the account was to be paid now by this note. I told him that we didn't have the money, and he said he would get a receipt from the office that he could turn the note in on payment of our automobile shop account. He said it was all right. I can't remember the exact words. This talk was after he got back from his attorneys about eleven o'clock.

When Pettenger came there he usually came into the office where I was and visited. I had known him for a long while, about three years, I should say. He worked in the same department I did, for about two and one-half years.

I know where Mr. Sassaman had his room during December, 1913. From where I worked I could observe anyone going to the room with him. After he left me he started toward his room. Mr. Pettenger was not with him and I do not think was about the place that day, December 26, 1914.

GEORGE M. HARRISON.

Subscribed and sworn to before me this 8th day of July, 1914.

[Seal]

C. K. SCHADE,

Notary Public in and for the County of Los Angeles,
State of California. [193]

*In the District Court of the United States, in and
for the Northern District of California, First
Division.*

IN ADMIRALTY.—No. 15,522.

THE UNITED STATES OF AMERICA,

vs.

The Gasoline Launch "CALYPSO," Her Boats,
Tackle, Apparel, Furniture and Cargo,

**Affidavit of W. F. Mahar on Application for Taking
of Additional Evidence.**

State of California,

County of Los Angeles,—ss.

W. F. Mahar, being first duly sworn, deposes and
says:

My age is forty-two years, and I reside at No. 1123
Park Avenue, (Wilmington), Los Angeles, Cali-
fornia.

I am deputy U. S. Collector of Customs for the
Port of Los Angeles, with office at Room 312 Federal
Building, Los Angeles, California.

I know Wm. L. Sassaman. I got acquainted with
him when he was having the boat "Calypso" built.
I measured said boat for documents. Documents
were issued May 22, 1913. After that I do not re-
member seeing anything of Sassaman until about
four months ago. Then Sassaman came in my office,
312 Federal Building, and asked me if I knew any-
thing about the endorsement of Morris Pettinger as
master of the "Calypso." I replied that I would
look it up. I did so and found that Pettenger had

been endorsed as Master on the Ship's papers at San Pedro. Sassaman expressed surprise and asked me who gave them authority to do it. I told him to see the deputy at San Pedro who did it.

Mr. Sassaman tells me said visit was March 7th, 1914. That would be about the right time.

W. F. MAHAR.

Subscribed and sworn to before me this 6th day of July, 1914.

[Seal] CHAS. J. W. SJOBERG,
Notary Public in and for the County of Los Angeles,
State of California. [194]

*In the District Court of the United States, in and
for the Northern District of California, First
Division.*

IN ADMIRALTY.—No. 15,522.

THE UNITED STATES OF AMERICA,

vs.

The Gasoline Launch "CALYPSO," Her Boats,
Tackle, Apparel, Furniture and Cargo,

**Affidavit of Ira T. Henderson on Application for
Taking Additional Evidence.**

State of California,

County of Los Angeles,—ss.

IRA T. HENDERSON, being first duly sworn, deposes and says:

My age is thirty-nine years. I reside at 854 East Adams Street, Los Angeles, California. I am a director of the Los Angeles Creamery Company and

have had active charge of its retail and delivery department for about seven years.

I know William L. Sassaman well. He has worked under me in said Company, and before that with the Belle-Vernon Farms Company of which I was an officer. He has been a faithful conscientious employee.

I remember the circumstances of Sassaman building the "Calypso" and getting in debt with it. I was consulted at the time the Los Angeles Creamery Company loaned him the money secured by Chattel mortgages, concerning which the Los Angeles Creamery Company has intervened in this proceeding.

I remember about the trip of Sassaman's to Mr. Singleton's ranch near Beaumont, Riverside County, California, on the day before Christmas, 1913, getting back early Christmas morning. I saw him Christmas morning after he came in from his route, and he told me he had traveled all night and had gotten in about three o'clock [195] A. M., and gone out immediately on his milk route. I saw him at the office when he was reporting, after returning from his delivery route.

I was frequently at the Company's barn at 1158-1170 San Pedro Street. It has a main entrance through which employees come. The only other used entrance was through the auto shop. I was about said barn more or less Christmas, 1913, and the day after. I did not see Morris Pettenger about said barn or at any time on said day. I know him well and would remember if I had seen him then.

In the early part of January, 1914, I remember

Mr. Sassaman coming back from a trip to San Pedro or Long Beach. Sassaman said, "I just went down to San Pedro and they tell me that Pettenger has taken the "Calypso" and taken on a lot of distillate and gone out on a trip. That is contrary to our agreement. We have an agreement whereby he was to report to me or take up with me everything before he went on a trip." And also, that they had said at Long Beach that Pettenger was out on a smuggling trip. And Sassaman said he thought he ought to get out a warrant and have Pettenger arrested. I told him I didn't think that he should, that Pettenger was all right; that he was his partner and he would probably find out that he was all right and had tried to get hold of him and hadn't been able to; that the trip would come out all right; that Pettenger was all right simply hustling for the money.

This was before the papers had any word about the seizure of the "Calypso" at Monterey. I feel sure that Sassaman at that time knew nothing of the smuggling trip. He was indignant that Pettenger had taken the boat out. I had no idea that Pettenger was on a smuggling trip and therefore dissuaded Sassaman from trying to have him arrested.

It would be, I suppose, ten days after that, when the [196] papers published an account of the seizure of the "Calypso." Several days before that Sassaman saw me again and told me that he had heard that the boat had been at San Diego. At those times he was talking to me, he evidently did not know about the movements of the boat and was trying to find out what was up.

IRA T. HENDERSON.

Subscribed and sworn to before me this 8th day of July, 1914.

[Seal]

C. K. SCHADE,

Notary Public in and for the County of Los Angeles,
State of California.

[Endorsed]: Filed Jul. 11, 1914. W. B. Maling,
Clerk. By C. W. Calbreath, Deputy Clerk. [197]

Amendments to Exceptions to Comm. Report.

Interline Amendment to Exceptions.

Strike out "Los Angeles from line 26, page 4.

Strike out all line 27, page 4, except the last word
"Mort-"

Change period to comma at end of line 28, page 4, and add: "were given for the purpose alleged in paragraph III of the answer of Los Angeles Creamery Company."

[Endorsed]: Filed July 16, 1914. W. B. Maling,
Clerk. C. W. Calbreath, Deputy. [198]

*In the District Court of the United States, in and for
the Northern District of California, First Division.*

No. 15,522.

IN ADMIRALTY.

THE UNITED STATES OF AMERICA,

vs.

The Gasoline Launch "CALYPSO," Her Boats,
Tackle, Apparel, Furniture and Cargo.

**Opinion and Order to Enter a Decree Condemning
the Interest of Pettenger Only, and Such Inter-
est to be Sold Free of Encumbrance or Lien.**

John W. Preston, Esq., United States Attorney
and Walter E. Hettman, Esq., Assistant United
States Attorney, Attorneys for the Plaintiff.

Lloyd, Cheney & Geibel, Proctors for Claimants.

The gasoline screw steamer "Calypso" was seized
in Monterey Bay, while engaged in unlawfully smug-
gling into this country certain Chinese not entitled
to admission. This action is brought to have the
vessel condemned in accordance with Section 10 of
the Chinese Exclusion Act, which is as follows:

"Section 10. That every vessel whose master shall
knowingly violate any of the provisions of this act
shall be deemed forfeited to the United States, and
shall be liable to seizure and condemnation in any
district of the United States into which such vessel
may enter or in which she may be found."

The undisputed facts are as follows:

The "Calypso" is jointly owned by Wm. L. Sass-
man and Morris Pettenger, the former owning a five-
sixths and the latter a one-sixth interest. Wm. H.
Singleton is a creditor who is, by agreement with the
owners, entitled to a mortgage upon said vessel for
[199] \$3,400.00 and Los Angeles Creamery Com-
pany is also a creditor holding mortgages thereon
aggregating \$760.00. Sassman has put into the boat
\$5,000.00, and Pettenger \$1,000.00, in addition to the
\$3,400.00, secured by Singleton and about \$800 ad-
vanced by Los Angeles Creamery Company, making

the cost of the boat something over \$10,000.00. On May 22d, 1913, Sassman was regularly enrolled by the Collector of the Port of Los Angeles as Master of the "Calypso," and thereafter with the knowledge and consent of Sassman, Oren H. Dickason was enrolled as master on July 2d, 1913, Ralph L. Lopes on July 15th, 1913, and James H. Castle on September 13th, 1913. On November 24th, 1913, Pettenger without the knowledge or consent of Sassman procured himself to be enrolled as master in lieu of James H. Castle, and was so enrolled on the ship's papers at the time of the contraband voyage out of which this action arose. In December of that year certain creditors of Sassman and Pettenger were pressing for payment, and Sassman arranged a meeting with them for December 23d, and requested Pettenger to attend. While Sassman was endeavoring to satisfy the creditors in some way, and indeed while he was arranging with Singleton for the endorsement of notes—which finally did satisfy them, instead of attending this meeting Pettenger, without Sassman's knowledge, took the boat from Los Angeles to San Diego, the purpose of his voyage being to secure a load of contraband Chinese to smuggle into the United States, but as stated by the witnesses, on this voyage "he failed to make connections." After his return from San Diego, and upon December 26th, 1914, Pettenger entered into a written agreement with Sassman as follows:

"Amendment to Articles of Agreement made August 10th, 1912, for the 'Calypso,' between Wm. L.

Sassman and Morris Pettenger, both of Los Angeles, California. [200]

“This agreement made this twenty-third day of December, 1913, in consideration that Wm. H. Singleton agrees to pay promissory notes to the amount of \$3,400.00, which amount clears the indebtedness of the ‘Calypso.’ I, Wm. L. Sassman, and I, Morris Pettenger agrees to give said Wm. H. Singleton a mortgage on the ‘Calypso’ for the amount of \$3,400.00 with interest at 8% and deliver to Wm. H. Singleton the insurance policy which amounts to \$5,000.00, and further, that I, Morris Pettenger agrees to make no contracts or take the ‘Calypso’ out on any trip without a permit from Wm. L. Sassman, also that I, Morris Pettenger agrees to borrow no money or give any personal note at any time on the ‘Calypso.’ It is also agreed that I, Morris Pettenger, shall not employ a crew without a permit from Wm. L. Sassman, and under no circumstances shall the ship’s papers be transferred to anyone except by Wm. L. Sassman.

WM. L. SASSMAN,
MORRIS PETTENDER.

Witnessed by Louise E. Grimaud.”

On January 2d, 1914, Pettenger accompanied by Fred Fox, Will Fox, David Main and a Chinaman named Lee took the “Calypso” out on the trip which resulted in her seizure. They went to Mexico, took on board a number of Chinese who were not entitled to enter the United States and about January 16th, secretly landed them at Monterey, at which time and place the “Calypso” was seized by the officers of the

United States. The "Calypso" is therefore liable to condemnation in this proceeding, if Pettenger were her master within the meaning of the law. The disputed facts that are material are as follows:

Pettenger testified that about a week after his enrollment as master of the "Calypso," he informed Sassman of the fact of such enrollment; and that on December 26th, 1913, and about an hour after [201] the execution of the agreement above set forth he had a conversation with Sassman which he details as follows:

"It was on the 26th of December; I was in the City, and I saw Mr. Sassman, and I told him that Fox had a proposition on for Mexico, and he wanted—we did not go into the details of it,—he wanted to know if there was any money in it; I says 'yes.' I had already told him I had signed as master of the ship. There was not anything mentioned at that time whose name was on the ship's papers. I did not tell him what Fox's proposition was. I told him there was a chance proposition, and asked him if he wanted to go down and talk to Fox about it. He says 'No, you go ahead,' he says, 'and take the boat.' Fox was not employed, he was a partner. Sassman did not want to go. He proposed I should go. I says, 'Are you willing to put your interest in the boat up against my liberty?' He says, 'Yes, go ahead and use the boat and get some money in.' " That he had been informed or had learned that Pettenger was enrolled as master of the "Calypso" is vigorously denied by Sassman, as is also the fact that any such conversation occurred as is detailed above.

There is no doubt that Pettenger procured his enrollment as master without the knowledge or consent of Sassman, nor is there any doubt that the agreement by the terms of which Pettenger was not to take the "Calypso" out on any trip without a permit from Sassman was executed on December 26th. There is also no doubt that a few days prior thereto, and without the knowledge or consent of Sassman, Pettenger made the trip to San Diego in an endeavor to secure a load of contraband Chinese, at the very time that Sassman was endeavoring to arrange a settlement with their creditors. Sassman is a working man, long employed by the Los Angeles Creamery Company, as a driver and collector, whose hours of work are from midnight until seven or eight A. M., and all of [202] whose earnings for a number of years have gone into the "Calypso."

The testimony of Pettenger, if true, as to the conversation above set forth, and as to his informing Sassman of his enrollment as master of the "Calypso," is sufficient to establish the fact that he was master within the meaning of the law, at the time that the vessel was seized. But if Sassman had no knowledge of Pettenger's enrollment as master, and if after the execution of the agreement of December 26th, Pettenger took the "Calypso" upon the trip which resulted in her seizure, without Sassman's knowledge or consent, and contrary to the express terms of such agreement, Pettenger, although actually in charge of the "Calypso" was not her master in any sense that would authorize the court to condemn Sassman's interest in her, even though his own

interest be subject to condemnation in this proceeding. For Sassman having a five-sixths interest in the "Calypso" was entitled to name her master, and control her movements, and this right he could exercise against the wishes of Pettenger who owned but a one-sixth interest. The question at issue then narrows itself into a question of veracity as between Sassman and Pettenger. The testimony of Pettenger detailed above was given before the Commissioner on April 27th, at which time he testified that the conversation with Sassman occurred in the barnyard of the Los Angeles Creamery Company, on December 26th, and about an hour after the agreement had been signed. In a deposition sworn to by him in Los Angeles on April 9th he testified that after signing the agreement and before the "Calypso" was seized he had not seen Sassman. Both of these statements cannot be true.

To warrant a decree forfeiting Sassman's interest in the "Calypso" the testimony of Pettenger must be accorded full credit, and that of Sassman disregarded. But all the circumstances seem to [203] me to corroborate Sassman rather than Pettenger. Although Sassman had the absolute right to name the master, Pettenger had without his knowledge or consent procured his own enrollment as such, and had also without Sassman's knowledge and against his will made the San Diego trip, which had an unlawful purpose in view, and had upon his return signed the agreement that he would not without Sassman's consent take the boat out, contract any bills, or hire a crew and I cannot give sufficient cre-

dence to his statement that within an hour after the execution of this agreement, made alike for the protection of Sassman and the creditors, he secured Sassman's assent to the use of the vessel in an illegal enterprise, to base upon such statement a decree the effect of which might be to deprive an innocent person of the fruits of years of labor.

The finding of the court will be that on the trip in question Pettenger was again acting without the knowledge and against the will of Sassman; that Sassman had no knowledge of his enrollment as master; that as against Sassman, he was not such master within the meaning of the law, and that consequently the interest of Sassman cannot be condemned.

A decree will be entered condemning the interest of Pettenger only, and such interest will be sold free of encumbrance or lien.

September 30th, 1914.

M. T. DOOLING,

Judge.

NOTE.—The name Sassman wherever it occurs should read Sassaman.

[Endorsed]: Filed Sep. 30, 1914. W. B. Maling, Clerk. By Lyle S. Morris, Deputy Clerk. [204]

*In the District Court of the United States, in and for
the Northern District of California, First Division.*

IN ADMIRALTY.—No. 15,522.

UNITED STATES OF AMERICA,

vs.

The Gasoline Launch "CALYPSO," Her Boats,
Tackle, Apparel, Furniture and Cargo.

Final Decree of Forfeiture on a Libel of Information.

The monition issued in this cause having been heretofore filed, and the usual proclamation having been made, the default of all persons except the claimants and intervenors Wm. L. Sassman and Wm. H. Singleton who jointly filed an answer to the libel of information; and

WHEREAS the matter was referred to Francis Krull, United States Commissioner for the Northern District of California to take testimony and report his findings of fact to the above-entitled court; and

WHEREAS, from said findings of fact of said Commissioner and from the brief of the libellant, the claimants and the intervenors duly filed with this court together with all the records, exhibits and pleadings submitted, it is hereby determined and decreed that the said gasoline launch "Calypso" did, on the 16th day of January, 1914, at Monterey in the State and Northern District of California, land certain alien Chinese in violation of the Chinese Exclusion Laws and Regulations, and that Morris Pet-

tenger was the person in charge of the said vessel, and

WHEREAS the said Wm. L. Sassman on said date owned an undivided five-sixths interest and the said Morris Penniger owned an undivided one-sixth interest in said vessel; and [205]

WHEREAS the said Morris Pettinger on January 16th, 1914, was not the duly authorized and legally acting master of said vessel, but was serving in the capacity of master without the knowledge and against the will of the part owner, Wm. L. Sassman;

NOW, THEREFORE, by reason of the premises, it is hereby ordered, adjudged and decreed that the undivided one-sixth interest of said Morris Pettinger be condemned and forfeited to the government of the United States, and sold free of any encumbrance or lien, but that the interest of Wm. L. Sassman be not condemned.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the sale at public auction of the said one-sixth interest in the said gasoline launch "Calypso" above mentioned, now at Angel Island in the Bay of San Francisco, State and Northern District of California, be made at the door of the United States Courthouse and Postoffice Building in the City and County of San Francisco, State and District aforesaid, on the 13th day of October, 1914, at the hour of ten o'clock A. M.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the notice of the said sale be published in "The Recorder," a newspaper most

likely to give full and complete notice of said sale, the notice to appear every day of publication beginning on or about October 5th, 1914, to and including the ninth day of October, 1914, and to that end it is ordered and decreed that the clerk of this court issue a decree *venditioni exponas* to the said United States Marshal, returnable in accordance with the rules and practice of this court, and upon the date above set.

M. T. DOOLING,

Dated October 3d, 1914.

United States District Judge.

[Endorsed]: Filed Oct. 3, 1914. W. B. Maling, Clerk. By Lyle S. Morris, Deputy Clerk. [206]

In the District Court of the United States, in and for the Northern District of California, First Division.

IN ADMIRALTY.—No. 15,522.

UNITED STATES OF AMERICA,

vs.

The Gasoline Launch "CALYPSO," Her Boats, Tackle, etc.

Temporary Restraining Order.

Good cause appearing therefor, and upon motion of Walter E. Hettman, assistant United States Attorney,

IT IS HEREBY ORDERED in the above-entitled cause that the gasoline launch "Calypso," an undivided one-sixth interest in which has been forfeited, condemned, and sold by a decree of the above-

entitled court, be held in its present custody and that the said boat be not removed from the present mooring pending the determination of a petition for an appeal from the decree in the above-entitled cause in the matter of the undivided five-sixths interest in said boat.

Dated October 14, 1914.

M. T. DOOLING,
United States District Judge.

Return on Service of Writ.

United States of America,
Northern District of California,—ss.

I hereby certify and return that I served the annexed Temporary Restraining Order on W. L. Sassman by handing to and leaving a true and correct copy thereof with said W. L. Sassman personally at San Francisco in said District on the 15th day of October, A. D. 1914.

J. B. HOLOHAN,
U. S. Marshal.
By C. B. Delaney,
Deputy. [207]

[Endorsed]: Filed Oct. 22, 1914. W. B. Maling,
Clerk. By C. W. Calbreath, Deputy Clerk. [208]

*In the District Court of the United States, in and for
the Northern District of California, First Division.*

IN ADMIRALTY—No. 15,522.

THE UNITED STATES OF AMERICA

vs.

The Gasoline Launch "CALYPSO," Her Boats,
Tackle, etc.

Order Modifying Temporary Restraining Order.

The verified petition of claimant, William L. Sassaman, having been filed herein praying this Court to vacate its temporary restraining order signed and filed herein October 14, 1914, and said matter having been this day presented to the Court and argued by Warren E. Lloyd, Esq., attorney for petitioner, and by John W. Preston, Esq., United States Attorney.

IT IS ORDERED that said order filed herein October 14, 1914, requiring the gasoline launch "Calypso" to "be held in its present custody and that the said boat be not removed from the present mooring, pending the determination of a petition for an appeal from the decree in the above-entitled cause, in the matter of the undivided five-sixth interest in said boat" be, and the same is hereby vacated and set aside;

IT IS FURTHER ORDERED that pending the final determination of this cause in whatever court it may be prosecuted, possession of said five-sixth interest in said boat be and the same is hereby

awarded to petitioner, William L. Sassaman.

IT IS FURTHER ORDEDED that in consideration of the said revocation of said order, that said William L. Sassaman do not sell, encumber or otherwise dispose of the undivided five-sixths interest in said "Calypso" awarded to him as claimant herein, pending the determination of a petition for an appeal from the decree in the above-entitled cause as to said undivided five-sixths interest to [209] abide the outcome of said appeal and the execution of the judgment or decree herein and to deliver the same within the jurisdiction of this Court or the Circuit Court of Appeals for such purpose should judgment of sale be finally ordered against said five-sixths interest and that, meanwhile, said William L. Sassaman, his agents and employees, be permitted to utilize said boat and operate the same, in or out of, and from any Pacific Coast points or ports of the United States, subject to no penalty hereunder as to wear and tear upon said vessel, her boats, tackle, apparel, furniture or appurtenances, or damage by the elements.

An exception is ordered reserved to petitioner and all claimants and intervenors herein to this order, and to the jurisdiction of the Court to make the same, except as to that portion hereof vacating the order filed herein October 14, 1914.

Dated October 15th, 1914.

M. T. DOOLING,
United States District Judge.

[Endorsed]: Filed Oct, 15th, 1914. W. B. Maling,
Clerk. By Lyle S. Morris, Deputy. [210]

*In the District Court of the United States, in and for
the Northern District of California, First Division.*

IN ADMIRALTY—No. 15,522.

THE UNITED STATES OF AMERICA

vs.

The Gasoline Launch "CALYPSO," Her Boats,
Tackle, Apparel, Furniture and Cargo.

Order Regarding Withdrawal of Exhibits.

It appearing to the Court that a decree has been entered herein, forfeiting to the United States, and ordering the sale of, the one-sixth interest in the "Calypso," her boats, tackle, apparel, furniture and cargo, heretofore owned by Morris Pettenger, and freeing and releasing the undivided five-sixth interest in said "Calypso" owned by William L. Sassaman; and

It further appearing that said William L. Sassaman has purchased at sale by the United States Marshal the said one-sixth interest of Morris Pettenger, hereinabove mentioned, and received the Marshal's deed therefor, it is

ORDERED, ADJUDGED AND DECREED that said William L. Sassaman or Messrs. Lloyd, Cheney & Giebel, his proctors in admiralty, be permitted to withdraw from the files of the clerk herein the following papers and documents, being appurtenant to said vessel, namely: Libelant's Exhibit No. 1, being the license to William L. Sassaman. Libelant's Exhibit No. 3, being the consolidated enrollment and license of said "Calypso." And the clerk of this Court is

hereby ORDERED to deliver said exhibits and instruments to Messrs. Lloyd, Cheney & Geibel or William L. Sassaman, upon receiving a receipt therefor.

Dated October 13th, 1914.

WM. W. MORROW,
Judge.

Oct. 13/14.

Received Exhibits 1 and 3 above mentioned.

LLOYD, CHENEY & GEIBEL,
Proctors for Claimants. [211]

[Endorsed]: Filed Oct. 13, 1914. W. B. Maling,
Clerk. By Lyle S. Morris, Deputy Clerk. [212]

*In the District Court of the United States, in and for
the Northern District of California, First Division.*

No. 15,522.

UNITED STATES OF AMERICA

vs.

The Gasoline Launch "CALYPSO," Her Boats,
Tackle, Apparel, Furniture and Cargo.

Notice of Appeal.

To Messrs. Lloyd, Cheney & Geibel, Proctors for
Wm. L. Sassaman, claimant of the gasoline
launch "Calypso," and

To Lyle Morris, Clerk of the District Court of the
United States in and for the Northern District
of California, First Division:

You and each of you will please take notice that the
United States of America, libellant in the above-en-

titled cause, hereby appeals to the United States Circuit Court of Appeals for the Ninth Circuit from that portion of the final decree of the District Court of the United States for the Northern District of California entered in said cause on the third day of October, 1914, which adjudged, orders and decrees that the undivided five-sixths interest of Wm. L. Sassaman in said vessel be not condemned and forfeited to the Government.

Dated October 24, 1914.

JOHN W. PRESTON,
United States Attorney.

WALTER E. HETTMAN,
Assistant United States Attorney.

Service of the within Notice of Appeal by copy admitted this 26 day of Oct. 1912.

BLACK & CLARK,
LLOYD, CHENEY & GEIBEL,
Attorneys for Appellees.

[Endorsed]: Filed Nov. 2, 1914. W. B. Maling,
Clerk. By C. W. Calbreath, Deputy Clerk. [213]

*In the District Court of the United States, in and for
the Northern District of California, First Division.*

No. 15,522.

UNITED STATES OF AMERICA

vs.

The Gasoline Launch "CALYPSO," Her Boats,
Tackle, Apparel, Furniture and Cargo.

Assignment of Errors.

The libellant herein, the United States of America, hereby assigns errors in the proceedings of the District Court as follows:

I. That the Court erred in not decreeing the condemnation and forfeiture of all interests in the gasoline launch "Calypso" in accordance with Section 10 of the laws relating to the admission of Chinese, the Act of May 6, 1882, as amended by the Act of July 5, 1884.

II. That the Court erred in releasing the undivided five-sixths interest of Wm. L. Sassaman in said vessel and condemning and ordering forfeited the undivided one-sixth interest of Morris Pettinger.

III. That the Court erred in finding that Morris Pettinger, the owner of an undivided one-sixth interest in said vessel, was not the duly qualified and acting master of said vessel on January 16th, 1914.

IV. That the Court erred in holding that on the 16th day of January, 1914, Pettinger was acting as Master without the knowledge and against the will of the said Wm. L. Sassaman.

V. That the Court erred in finding that said Wm. L. Sassaman had no knowledge of the enrollment of said Morris Pettinger as master of said vessel.

VI. That the Court erred in disregarding the testimony of said [214] Morris Pettinger in which he claimed to be the lawful and duly qualified master of the said vessel on January 16th, 1914.

VII. That the Court erred in giving credence to the testimony of said Wm. L. Sassaman to the effect

that he did not know of the enrollment of Morris Pettinger as master of said vessel.

VIII. That the Court erred in not holding that the said Wm. L. Sassaman had knowledge that the said Morris Pettinger was acting as master of the said vessel on January 16th, 1914.

IX. That the Court erred in holding that Morris Pettinger was not, on January 16th, 1914, the master of the said vessel within the meaning of the above mentioned law.

X. That the Court erred in holding that the undivided five-sixths interest of said Wm. L. Sassaman should not be condemned and forfeited.

San Francisco, Oct. 24, 1914.

JOHN W. PRESTON,

United States Attorney.

WALTER E. HETTMAN,

Asst. United States Attorney.

Service of the within Assignment of Errors by copy admitted this 26 day of Oct., 1914.

BLACK & CLARK,

LLOYD, CHENEY & GEIBEL,

Attorneys for Appellees.

[Endorsed]: Filed Nov. 2, 1914. W. B. Maling, Clerk. By C. W. Calbreath, Deputy Clerk. [215]

*In the District Court of the United States, in and for
the Northern District of California, First Division.*

No. 15,522.

UNITED STATES OF AMERICA

vs.

The Gasoline Launch "CALYPSO," Her Boats,
Tackle, Apparel, Furniture and Cargo.

Stipulation and Order Concerning Original Exhibits.

It is hereby stipulated and agreed between the proctors for the respective parties hereunto that all the exhibits introduced in evidence at the hearing in the above-entitled cause before the above court and all the exhibits introduced in evidence before U. S. Commissioner Krull, may be detached from the depositions taken before the Commissioner and may be omitted from the Apostles on Appeal in said cause and may be filed in the United States Circuit Court of Appeals for the Ninth Circuit in the original form in which the same were respectively introduced before said court and said Commissioner.

Dated October 24, 1914.

JOHN W. PRESTON,

United States Attorney.

WALTER E. HETTMAN,

Asst. United States Attorney, Proctors for Appellant.

BLACK & CLARK,

LLOYD, CHENEY & GEIBEL,

Proctors for Appellees.

It is so ordered. Dated Oct. 5th, 1914.

M. T. DOOLING,
U. S. District Judge.

Service of the within Stipulation by copy admitted
this 26 day of Oct., 1914.

BLACK & CLARK,
LLOYD, CHENEY & GEIBEL,
Attorneys for Appellees.

[Endorsed]: Filed Nov. 5, 1914. W. B. Maling,
Clerk. By C. W. Calbreath, Deputy Clerk. [216]

*In the District Court of the United States, in and for
the Northern District of California, First Divi-
sion.*

No. 15,522.

UNITED STATES OF AMERICA

vs.

The Gasoline Launch "CALYPSO," Her Boats,
Tackle, Furniture, Apparel, and Cargo.

**Order Extending Time to File Apostles on Appeal in
the Circuit Court of Appeals.**

Good cause appearing therefor, and it appearing
to the Court that further time is necessary in which
to perfect and prepare the apostles on appeal to the
Circuit Court of Appeals in the above-entitled cause,
it is hereby ordered that the appellant may have to
and including January 10, 1915, in which to file and
docket said appeals in the Circuit Court of Appeals.

M. T. DOOLING,
U. S. District Judge.

Dated December 18, 1914.

[Endorsed]: Filed Dec. 18, 1914. W. B. Maling,
Clerk. By C. W. Calbreath, Deputy Clerk. [217]

Certificate of Clerk to Apostles on Appeal.

I, W. B. Maling, Clerk of the District Court of the United States for the Northern District of California, do hereby certify that the foregoing and hereunto annexed 217 pages, numbered from 1 to 217, inclusive, with the accompanying exhibits, 6 in number (transmitted separately in their original form), contain a full, true and correct transcript of the records and proceedings as the same now remain on file and of record in the office of the Clerk of said District Court, in the cause entitled *The United States of America vs. The Gasoline Launch "Calypso,"* Her boats, tackle, etc., number 15,522, and which said Apostles on Appeal are made up pursuant to and in accordance with "Praeceptum for Record on Appeal" (copy of which is embodied herein) and the instructions of Proctor for Libellant and Appellant herein.

I further certify that the cost for preparing and certifying the foregoing Apostles on Appeal is the sum of One Hundred Sixteen Dollars and Eighty Cents (\$116.80).

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said District Court this 4th day of January, A. D. 1915.

[Seal]

W. B. MALING,
Clerk.

By C. W. Calbreath,
Deputy Clerk. [218]

CMT.

[Endorsed]: No. 2545. United States Circuit Court of Appeals for the Ninth Circuit. United States of America, Appellant, vs. William L. Sassaman, Claimant of the Gasoline Launch "Calypso," Her Boats, Tackle, Apparel, Furniture and Cargo, Appellee. Apostles. Upon Appeal from the United States District Court for the Northern District of California, First Division.

Filed January 4, 1915.

FRANK D. MONCKTON,
Clerk of the United States Circuit Court of Appeals
for the Ninth Circuit.

By Paul P. O'Brien,
Deputy Clerk.

*In the United States Circuit Court of Appeals, for
the Ninth Circuit.*

No. 2545.

UNITED STATES OF AMERICA,

Appellant,

vs.

WM. L. SASSAMAN, Claimant, etc.,

Appellee.

**Stipulation Omitting Original Exhibits from Printed
Transcript.**

It is hereby stipulated by and between the respective parties hereto that the original exhibits heretofore transmitted by the Clerk of the District Court in and for the Northern District of California, pursuant to an order of the said District Court, be omitted from the printed transcript of the record.

Dated January 20, 1915.

JOHN W. PRESTON,

United States Attorney,

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[Endorsed]: No. 2545. In the Circuit Court of Appeals of the United States for the Ninth Circuit. United States of America, Appellant, vs. Wm. L. Sassaman. Stipulation Omitting Original Exhibits from Printed Transcript. Filed Feb. 1, 1915. F. D. Monckton, Clerk.

